



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Join on Zoom: <https://www.zoom.us/j/87972683373>

Webinar ID: 879 7268 3373

Monday, April 4, 2022

Until further notice the Marin County Transit District meetings will not be providing an in-person meeting location for the public to attend. Members of the public are encouraged to participate remotely as described below.

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Webinar ID: 879 7268 3373

Teleconference: Members of the public wishing to participate via teleconference, can do so on **April 4, 2022: +1 669 900 6833**; Access Code: **879 7268 3373**.

How to provide comment on agenda items:

- To provide written public comment prior to the meeting, please email info@marintransit.org or use the comment form available at <https://www.marintransit.org/meetings> to submit your meeting-related comments on this agenda. Please submit your comments no later than **5:00 P.M. Sunday, April 3, 2022** to facilitate timely distribution to the Board of Directors. Please include the agenda item number you are addressing and include your name and address. Your comments will be forwarded to the Board of Directors and will be included in the written public record.
- During the meeting: Ensure that you are in a quiet environment with no background noise (traffic, children, pets, etc.) To raise your hand on Zoom press ***9** and wait to be called upon by the President or the Clerk to speak. You will be notified that your device has been unmuted when it is your turn to speak. You will be warned prior to your allotted time being over. Your comments will be included in the public record.
- Public commenting during public meetings is limited to two minutes per speaker unless a different time limit is announced. The Board President may limit the length of comments during public meetings due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

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MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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AGENDA

Monday, April 4, 2022

10:00 a.m. Convene as the Marin County Transit District Board of Directors

1. Open Time for Public Expression
(Limited to two minutes per speaker on items not on the District's agenda)
2. Board of Directors' Matters
3. General Manager's Report
 - a. General Manager's Oral Report
 - b. [Monthly Monitoring Report: January 2022](#)
4. Consent Calendar
 - a. [Minutes for March 7, 2022 Board Meeting](#)
 - b. [Adoption of Resolution 2022-05 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
 - c. [Resolution 2022-06 Low Carbon Transit Operations Program](#)
 - d. [Consideration of Compensation Increase for General Manager](#)
 - e. [Marin Transit Diversity Program for Contracts](#)
 - f. [Contract with Mark Thomas & Company for On-Call General Engineering Services](#)
 - g. [Earth Day Fare Free Promotional Campaign](#)
Recommended Action: Approve
5. [FY 2023-26 Funding Cycle for Measure AA Yellow School Bus Transportation Programs](#)
Recommended Action: Approve eligibility requirements and allocation formula of the new three-year funding cycle (FY 2023-26) for Measure AA yellow school bus transportation programs
6. [Marin Access Innovation Incubator Update](#)
Recommended Action: Marin Access Innovation Incubator Update

Convene in Closed Session

(Continued)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
California Government Code Section 54957
Title: General Manger

Convene in Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

California Government Code section 54956.8.

Real Property Address: 3010 and 3020 Kerner Blvd, San Rafael, CA (APN 009-121-12 and 009-121-13)

Agency Negotiators: Kerry Gerchow, Deputy County Counsel, Marin County; Nancy Whelan, General Manager, Marin Transit

Negotiating Party: In Defense of Animals, a California not-for profit public benefit corporation

Under Negotiation: Price and terms of payment

Report from Closed Session

Adjourn



All Marin Transit public meetings are conducted in accessible locations. Copies of documents are available in accessible formats upon request. If you require Translation Assistance, American Sign Language Interpreters, Assistive Listening Devices or other accommodations to participate in this meeting, you may request them by calling (415) 226-0855 (voice) or contact the California Relay Service by dialing 711 to connect to the telephone listed above. **Requests must be received no less than five working days prior to the meeting to help ensure availability.** For additional information, visit our website at <http://www.marintransit.org>

Late agenda material can be inspected in the office of Marin Transit, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The office is located at 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

In case of Zoom outage dial 515-604-9094. Meeting ID: 142-334-233

Todas las reuniones públicas de Marin Transit se llevan a cabo en lugares accesibles. Están disponibles copias de los documentos en formatos accesibles, a solicitud. Si usted requiere ayuda con la traducción, intérpretes de Lenguaje Americano de Señas, dispositivos de ayuda auditiva, u otras adaptaciones para participar en esta reunión, puede solicitarlas llamando al (415) 226-0855 (voz) o comunicarse con el Servicio California Relay marcando al 711 para conectarse al número de teléfono mencionado. **Las solicitudes deben recibirse a más tardar cinco días laborables antes de la reunión para ayudar a**

asegurar la disponibilidad. Para obtener información adicional, visite nuestro sitio web en <http://www.marintransit.org>

Material de agenda de última hora puede ser inspeccionado en la oficina de Marin Transit, entre las horas de 8:00 am y 5:00 pm. La oficina está ubicada en 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

En caso de interrupción de Zoom, marque al 515-604-9094. ID de Reunión 142-334-233



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: General Manager Report – Monthly Report: January 2022

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: This is a recurring information item.

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the monthly period ending January 31, 2022. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall systemwide ridership in January 2022 increased by 81.4 percent compared to January 2021, which represents a 29.4 percent decrease from the pre-COVID ridership in January 2020 and a 7.3 percent increase from December 2021.

Ridership on fixed-route services increased by 73.8 percent from the prior year, which is a 27.9 percent decline compared to pre-COVID in January 2020. Ridership on Marin Access services increased by 44.6 percent compared to January 2021, which represents a 61.6 percent decline from January 2020. January 2022 was the twenty-third month of ridership affected by the ongoing COVID-19 global pandemic.

Additional detailed analyses of system performance and trends are provided in separate quarterly and annual reports, including route-level statistics and financials. These reports are available on the District's website at <https://marintransit.org/service-performance-and-reports>.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

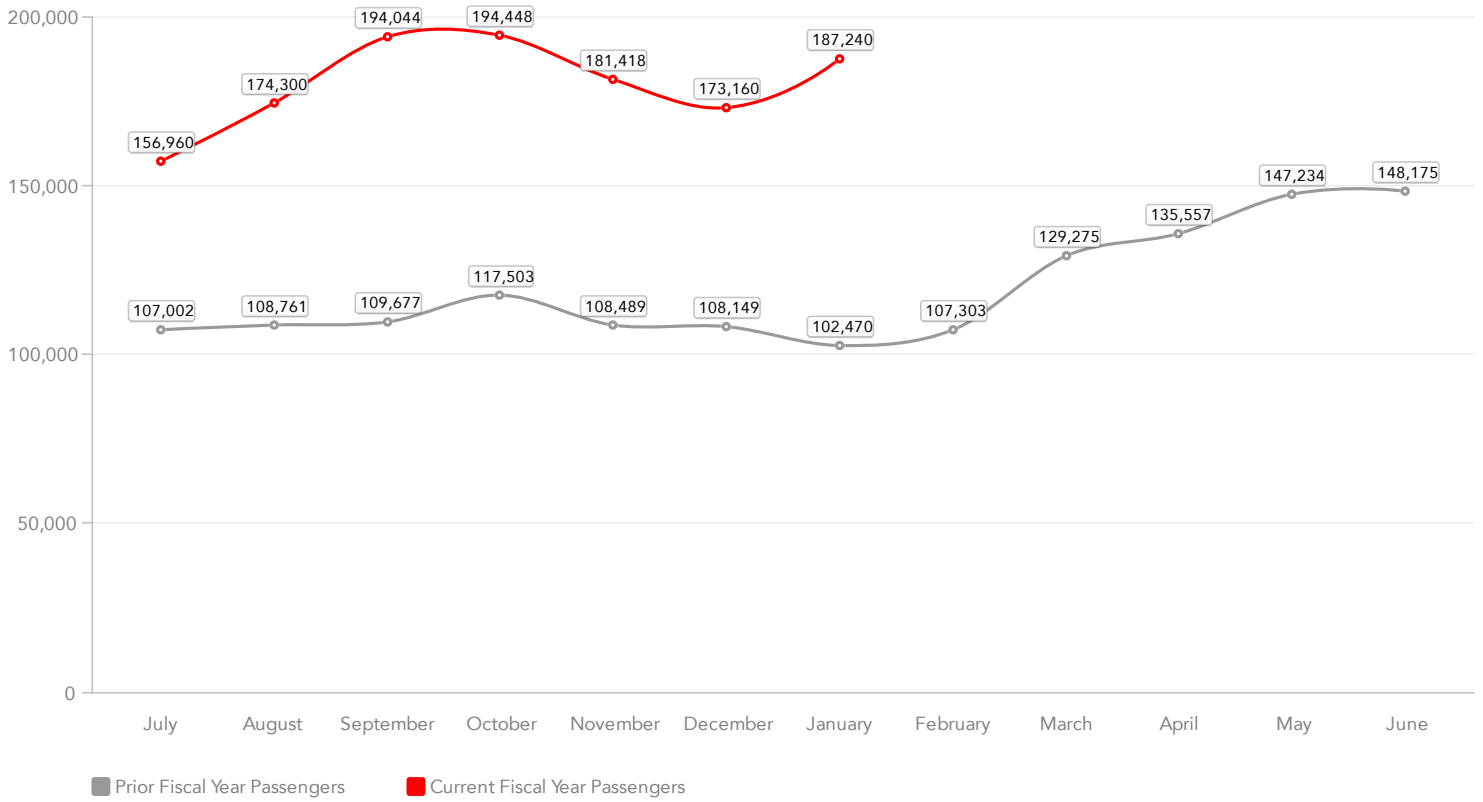
Nancy Whelan
General Manager

Attachments

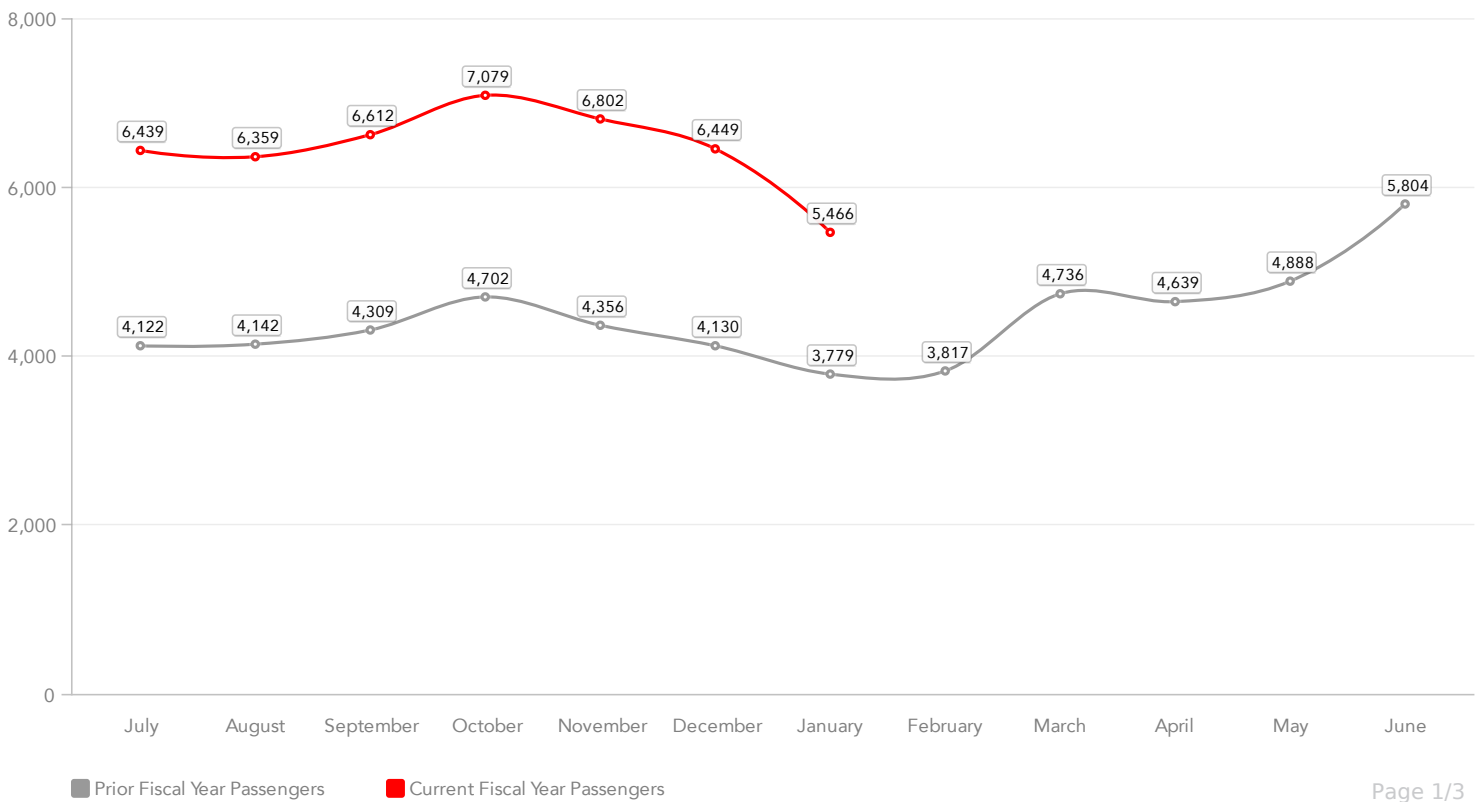
FISCAL YEAR 2022 MONTH All

Year-to-Date Ridership Trends

Fixed-Route Passengers (incl. Yellow Bus) by Month



Demand Response Passengers by Month



Monthly Customer Feedback Report

January 2022



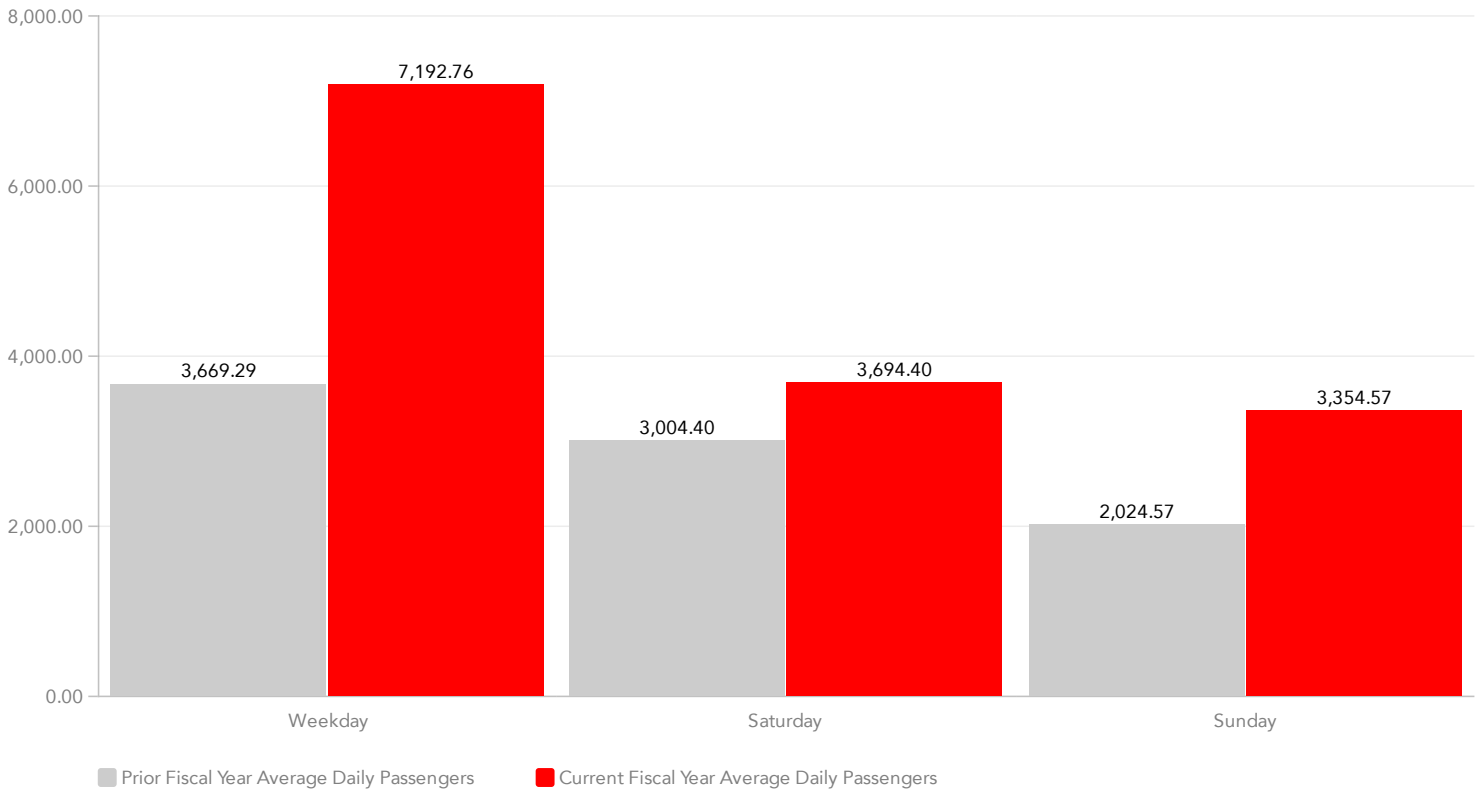
| Month: January 2022 | | Program | | | | | | | Total |
|------------------------------------|-------------------|---------------------|-------------------------|---------------------------|-----------------|---------------------|------------|---------|-------|
| Category | Fixed-Route Local | Fixed-Route Shuttle | Stagecoach & Muir Woods | Supplemental & Yellow Bus | Demand Response | Mobility Management | Systemwide | | |
| Commendation | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| Service Delivery Complaint | 6 | 12 | 15 | 1 | 1 | 0 | 0 | 35 | |
| Accessibility | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Driver Conduct Complaint | 0 | 3 | 2 | 0 | 1 | 0 | 0 | 6 | |
| Driving Complaint | 3 | 4 | 1 | 0 | 0 | 0 | 0 | 8 | |
| Early Trip | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| Equipment Issue | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Farebox | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Late Trip | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | |
| Missed Connection | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Missed Trip | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| No-Show | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 7 | |
| Off-Route | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Pass-Up Complaint | 2 | 5 | 4 | 1 | 0 | 0 | 0 | 12 | |
| Service Structure Complaint | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 3 | |
| Bus Stop Improvement Request | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | |
| Fares | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other Complaint | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | |
| Scheduling Complaint | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| Service Improvement Suggestion | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Safety Complaint | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total Service Hours | 9,615 | 3,494 | 1,964 | 351 | 2,590 | - | 18,016 | 18,016 | |
| Commendations per 1,000 Hours | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | - | 0.0 | 0.1 | |
| Complaints per 1,000 Hours | 0.7 | 3.4 | 8.1 | 2.8 | 0.4 | - | 0.1 | 2.1 | |
| Total Passengers | 139,337 | 21,945 | 11,595 | 5,203 | 4,634 | 832 | 192,706 | 192,706 | |
| Commendations per 1,000 Passenger: | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| Complaints per 1,000 Passengers | 0.1 | 0.5 | 1.4 | 0.2 | 0.2 | 0.0 | 0.0 | 0.2 | |

Monthly Comparison

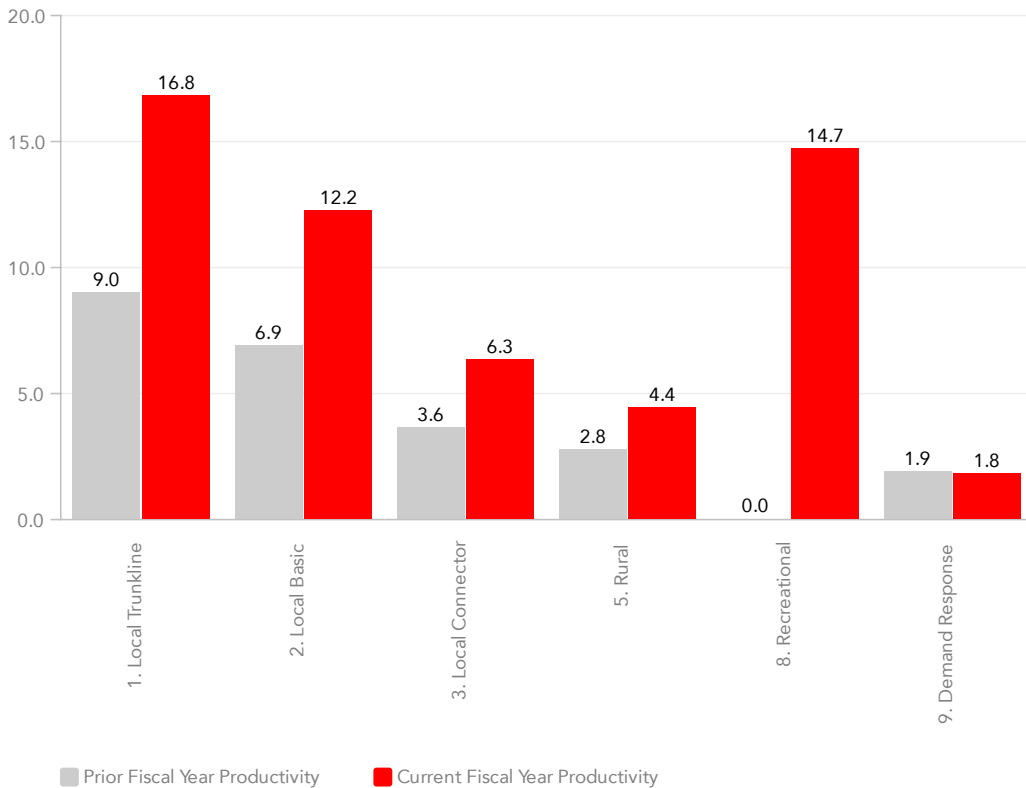
MONTH

Jan

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

- 1. Local Trunkline:
Routes 35, 36, 71X
- 2. Local Basic:
Routes 17, 22, 23, 23X, 29, 49
- 3. Local Connector:
Routes 219, 228, 233, 245, 251, 257
- 5. Rural:
Routes 61, 68
- 8. Recreational:
Routes 66/66F
- 9. Demand Response:
Local Paratransit, Novato Dial-A-Ride,
Rural Dial-A-Ride

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, March 7, 2022 at 10:00 A.M.

Roll Call

Present: President Moulton-Peters, Vice President Rice, Second Vice President Lucan, Director Rodoni, Director Colbert

Absent: Director Arnold, Director Connolly

Director Colbert was in attendance as a non-voting member.

Until further notice the Marin County Transit District meetings will not be providing an in-person meeting location for the public to attend. Members of the public are encouraged to participate remotely via Zoom.

Board President Moulton-Peters opened the meeting at 10:04 A.M.

1. [Open Time for Public Expression](#)

President Moulton-Peters asked if any member of the public wished to speak. Seeing none, she called for Board of Directors' Matters.

2. [Board of Directors' Matters](#)

President Moulton-Peters asked if any member of the Board wished to speak. Seeing none she called for the General Manager's Report.

3. [General Manager's Report](#)

[Staff Report](#)

{Director Arnold and Director Connolly present at 10:21 A.M.}

General Manager Nancy Whelan reported that the Golden Gate Bridge Highway and Transportation District (GGBHTD) successfully negotiated an agreement with the Amalgamated Transit Union (ATU) members that preempted a possible driver's strike. Ms. Whelan then updated the Board on the three FY22 and FY23 fare promotions. The promotions include free fares for Senior and Americans with Disabilities Act (ADA) riders, three free monthly passes for low income families, and a free youth summer pass.

Ms. Whelan introduced Transdev General Manager Jhashe Holloway. Ms. Holloway provided an overview of the progress on construction, hiring and training at the Marin Access Operations and Maintenance facility at 3000 Kerner Ave in San Rafael. President Moulton-Peters expressed interest in seeing and learning more about Transdev online and real time data tools.

Ms. Whelan concluded her report with ridership statistics for December 2021.

Director Rice asked about the impacts of rising fuel costs and requested an update in the near future on the progress of Marin Transit's transition to an all-electric fleet. Director Rodoni asked if staff were considering extending the free fare promotions due to the drop in ridership during the COVID-19 Omicron variant outbreak. Director Rodoni also asked if the District was going to receive any additional Federal stimulus funds. Ms. Whelan responded no and added that the District had sustained a lower loss of revenue compared to other transit agencies.

4. [Consent Calendar](#)

- a. [Minutes for January 10, 2022 Board Meeting](#)
- b. [Minutes for February 7, 2022 Board Meeting](#)
- c. [Marin Transit Quarterly Performance Report for the Second Quarter of FY 2021/22](#)
- d. [Marin Transit Second Quarterly Financial report for FY2021/22](#)
- e. [Extend Fixed Route Service Agreement with Marin Airporter for the Second Option Year](#)
- f. [Extend Fixed Route Service Package 2 Agreement with MV Transportation for the Second Option Year](#)
- g. [Adoption of Resolution 2022-03 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
- h. [Authorizing Resolution 2022-04 for Filing Applications with the Federal Transit Administration](#)

Recommended Action: Approve.

M/s: Second Vice President Lucan - Director Colin

Ayes: President Moulton-Peters, Vice President Rice, Second Vice President Lucan, Director Arnold, Director Colin, Director Connolly, Director Rodoni

Noes: None

Absent: None

Abstain: None

5. [Options for Future Service](#)
[Staff Report](#)

General Manager Nancy Whelan introduced the item and reminded Board members that this was the third of three presentations; the first was on ridership and service trends, the second on financial outlook and the third on options for future service plans.

Director of Planning and Operations Robert Betts provided some context and background of current conditions impacting the future of the District's ability to maintain service levels. Mr. Betts remarked that transit ridership is still in recovery mode from the COVID-19 pandemic but the District is seeing strong ridership growth. He stated that there is a high degree of cost uncertainty with the District's three fixed route service agreements that are up for bid or renegotiation within the next year. Mr. Betts added that the District will see an end to the federal stimulus funding that allowed the District to maintain high service levels.

Mr. Betts presented three modeled service plan scenarios that provide near term opportunities to right size fix route service and help with the longer term financial challenges. All scenarios recommend a reduction in service hours and two recommend shifting service hours from one contracted operator to another. Mr. Betts remarked that while cuts and shifts to fixed route service offer the most effective cost saving measure, staff are also evaluating other opportunities to reduce costs without significant impacts to riders such as the following: evaluating fixed route operational efficiencies, consolidation of non-paratransit demand response programs, reducing costs associated with fixed route service changes, introducing seasonal service schedules, and, revisiting fare policies and promotional efforts. Mr. Betts outlined the next steps and asked for Board feedback on the proposed strategies and approach.

President Moulton-Peters inquired about the express service on Route 17 and if staff are working with GGBHTD to address the reduction of regional commuter service. Director Rodoni also asked about service coordination with GGBHTD and expressed concerns over creating transit voids within the County if both agencies reduce or eliminate service. Director Arnold

asked if there will be a change in cost in the GGBHTD contract as well as the impacts to paratransit service if hours and service area are reduced. Ms. Whelan responded that staff anticipates a greater cost increase in the hourly rate. Mr. Betts stated that impacts to paratransit service will be minimal. Vice President Rice asked what are the District's total service hours currently. Mr. Betts responded approximately 180,000 hours. Director Colbert appreciated the difficulty in making choices that may reduce service levels. Director Connolly asked what approach staff will take. Mr. Betts stressed the importance of finalizing contract agreements to understand the costs, which will shape the shift and cut service decisions. Ms. Whelan added the schedule for incremental service changes will unfold over time.

President Mouton-Peters asked board members to select an option and provide feedback. Ms. Whelan shared that staff recommends scenario three which reduces service by 20,000 hours and shifts 20,000 hours of service between contractors. Mr. Betts stressed the importance of balancing service coverage and frequency and prioritizing service for transit dependent populations. Director Colin offered her support for scenario three and emphasized the need to be deliberate and strategic.

President Moulton-Peters called for public comment. Linda Jackson stated she understood the need to right size service and emphasized the importance of equity for the transit dependent when making decisions about service cuts. She suggested that more outreach be done to get input and reactions from non-profit partners. Ms. Whelan clarified that the Short Range Transit Plan (SRTP) provides a series of goals and objectives of which equity is a priority. Both Ms. Whelan and Mr. Betts discussed the budget process and the subsequent outreach after budget approval for anticipated service changes.

Vice President Rice reflected that the need for service reduction was being driven by financials, with costs up and revenue down. She asked if sales tax revenues were down and when a review of sales tax allocations from Measure AA is expected. She emphasized that Marin County residents are interested and invested in reducing traffic congestion. She supported scenario three. Director Rodoni offered his support for scenario three and requested staff present geographic identification of routes and service areas at the next meeting. Director Arnold supported scenario three and reiterated the importance of maintaining service to the transit dependent. Second Vice President Lucan and Director Colbert also supported scenario three. President Moulton-Peters concluded by offering her support for

scenario three and expressed confidence in staff's ability to manage in this down cycle.

Recommended Action: Information Only

6. [Regional Transit Coordination Update](#)

[Staff Report](#)

General Manager Nancy Whelan gave an overview of the Metropolitan Transportation Commission (MTC) Bay Area Transformation Action Plan (BATAP) that was developed by the Blue-Ribbon Transit Recovery Task Force. The task force formed at the onset of the COVID-19 pandemic. The plan was published in July of 2021. The Blue-Ribbon Task Force was tasked with setting a course for recovery and long term improvement. Ms. Whelan reported that the action plan recommended that MTC accelerate three proposals and funding. The action items consist of fare coordination and integration, mapping and wayfinding, and bus transit priority on roadways. Ms. Whelan stated that MTC is developing a detailed funding plan and has identified a near term funding need of \$152 million. These funds are composed of American Rescue Plan Act (ARPA) fund set-aside and other discretionary sources. Ms. Whelan highlighted the fare integration as an example of successful collaboration amongst transit agencies. She added that project managers Bay Area Rapid Transit (BART) from MTC will present more information on regional fare coordination to the Board soon.

Ms. Whelan next discussed regional transit coordination and governance. The BATAP called for a network management business case analysis of institutional reform with input from a multi stakeholder advisory group. Ms. Whelan stated the advisory group put forward alternatives that were defined against two axes: Management (collaborative) to Manager (higher authority) and Independent Operator to being based within MTC's authority. The business case advisory group is guiding and reviewing analysis and recommendations and provides periodic updates to MTC.

Ms. Whelan then gave an overview of the Transit Network Management (TNM) Executive Board, a model being recommended by Bay Area transit general managers. She stated the mission of the TNM Executive Board is to act as a centralized forum and coordinating body for regional transit policy development and network management to improve customer experience, advance equity, and increase transit ridership. Ms. Whelan highlighted the objectives of the TNM and the structure of the TNM Executive Board. She stated that the intent is to have the TNM Board at the center of a collaborative effort to improve regional transit coordination.

Ms. Whelan concluded with next steps for Marin Transit. These include continued participation in regional committees and working groups, monitoring the progress of the TNM business case analysis, updating the Marin Transit Board on related legislation and progress on the implementation of the Transformation Action Plan accelerated actions.

President Moulton-Peters asked for clarification on the proposed plan for transit network management. She then called for public comment.

Linda Jackson offered support for the progress of the regional coordination and expressed concern for smaller counties' needs being heard and met in whatever plan is adopted. Ms. Whelan remarked that smaller operators are actively participating in the development and integration of plan proposals.

Recommended Action: Information Only

7. [Marin Transit Advisory Committee Update](#)

[Staff Report](#)

Senior Mobility Planner Joanna Huitt provided an overview of Marin Transit's key two advisory committees: Marin Paratransit Coordinating Council (PCC) and Marin Mobility Consortium (MMC). Ms. Huitt described how the committees function and acknowledged the important role each plays in shaping the District's mobility programs. The PCC's primary focus is on federally mandated paratransit service. The MMC is more broadly focused on mobility as a whole. Ms. Huitt outlined the upcoming goals for both committees. Goals include: outreach and marketing to reach more riders to join the PCC, updating the dedicated mobility webpage on the District's website, developing goals for the coming year and peer learning from regional advisory committees. Ms. Huitt commented that the District is involved with a wide range of other advisory committees and community partner groups and that building and maintaining these relationships is vital to the District's ability to improve and develop mobility services in Marin County.

Director Colin suggested that staff create a passive feedback form as an additional way to broaden rider engagement. President Moulton-Peters asked what the membership totals are for each committee and if either committee had representation from Marin County schools. Ms. Huitt responded that the PCC has eleven voting members and additional members on the mailing list who participate when available and that the MMC is composed of twenty to thirty members. Ms. Whelan stated that the

District participates with schools through the Marin County Office of Education, multiple subcommittees, school youth bus pass coordinators, and, the Ross Valley Joint Exercise of Powers Agreement (JEPA). Director of Planning and Operations Robert Betts added that staff regularly attend the Safe Routes to School task force meetings.

Recommended Action: Information Only

[Convene in Closed Session](#)

The Board went into closed session.

[Report from Closed Session:](#)

President Moulton-Peters reported that direction will be given to staff and the decision will be reported at the following MCTD Board meeting.

[Adjourn](#) President Moulton Peters adjourned the meeting at 12:14 P.M.



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san rafael, ca 94901

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marintransit.org

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Adoption of Resolution 2022-05 Allowing for Continued Remote Public Meetings Under State Assembly Bill (AB) 361

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Staff recommends that your Board adopt Resolution 2022-05 finding that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the District Board of Directors will continue to meet remotely to ensure the health and safety of the public.

katie rice
vice president
supervisor district 2

SUMMARY: On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 into law, effective October 1, 2021, to allow agencies to use teleconferencing for public meetings during proclaimed state of emergencies without requiring the teleconference locations to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction. AB 361 will sunset on January 31, 2024.

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

Your Board approved a resolution allowing for remote meetings at the October 4, 2021, November 1, 2021, December 6, 2021, January 10, 2022, February 7, 2022, and March 7, 2022, Board of Directors meetings. To continue meeting under AB 361, your Board is required to declare every 30 days that it has reconsidered the circumstances of the State of Emergency and determine if conditions meet one of the two criteria listed below.

kate colin
director
city of san rafael

1. State or local health officials have imposed or recommend measures to promote social distancing, or
2. The legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

Based on recommendations from the Marin County Health and Human Services, staff views that criteria 2 remains applicable. The attached letter from Marin County Health and Human Services Director, Benita McLarin, recommends a continued emphasis on social distancing measures such as using video/teleconferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not

brian colbert
alternate
town of san anselmo

sitting next to each other. There has been no update from Marin County Health Department officials that alters this recommendation.

FISCAL IMPACT: There is no fiscal impact.

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy E. Whelan". The signature is written in a cursive style with a large, looping 'N' and 'W'.

Nancy Whelan
General Manager

Attachments:

- A. Resolution 2022-05
- B. Marin County Health and Human Services Letter

RESOLUTION #2022-05**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN COUNTY
TRANSIT DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF
EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN
PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE
TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF
THE PUBLIC**

WHEREAS, the Marin County Transit District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative body conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the

California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

WHEREAS, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

WHEREAS, the District cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

WHEREAS, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

NOW, THEREFORE, THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

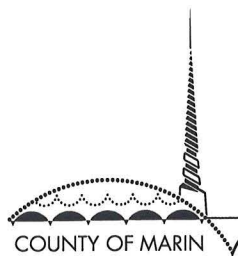
1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and District staff, and members of the public to meet safely in person; and
 - b. State and local officials continue to recommend measures to promote social distancing.
2. District Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

REGULARLY PASSED AND ADOPTED this 4th day of April 2022.

Board President

ATTEST:

Board Secretary



DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Promoting and protecting health, well-being, self-sufficiency, and safety of all in Marin County.



Benita McLarin, FACHE
DIRECTOR

20 North San Pedro Road
Suite 2002
San Rafael, CA 94903
415 473 6924 T
415 473 3344 TTY
www.marincounty.org/hhs

September 22, 2021

Dennis Rodoni
President, Board of Supervisors
3501 Civic Center Drive, 3rd Floor
San Rafael, CA 94903

Re: Public Meetings/Social Distancing

Dear President Rodoni:

On September 20, 2021, Governor Newsom signed AB 361. The legislation provides that local agencies may continue to hold certain public meetings via video/tele-conference as they have done during the Covid-19 emergency. The legislation allows such meetings to continue during a proclaimed state of emergency if state or local officials have recommended measures to promote social distancing.

Local government meetings are indoor meetings that are sometimes crowded, involve many different and unfamiliar households, and can last many hours. Given those circumstances, I recommend a continued emphasis on social distancing measures as much as possible to make public meetings as safe as possible. These measures can include using video/tele-conferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not sitting next to each other. I will notify you if this recommendation changes while the Governor's state of emergency for COVID-19 remains in place.

Respectfully,

Benita McLarin
Director, Health & Human Services

cc: Matthew H. Hymel, CAO
Brian E. Washington, County Counsel



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Resolution 2022-06 Low Carbon Transit Operations Program

Dear Board Members:

RECOMMENDATION: Approve resolution for application to Caltrans for Senate Bill 862 program funds.

SUMMARY: Staff requests that your Board approve the attached resolution for FY 2021/22 Low Carbon Transit Operations Program (LCTOP) funds (#2022-06). This program is one of several established under Senate Bill (SB) 862, approved in 2014. SB 862 is commonly referred to as the Cap-and-Trade bill. LCTOP provides assistance to transit agencies to reduce their greenhouse gas emissions and improve mobility, with emphasis on benefiting disadvantaged communities.

Marin Transit will request \$677,208 in LCTOP funds in FY 2021/22. Under the current fiscal year guidelines, Marin Transit will request revenue-based funds directly allocated to the District and a portion of the Marin County population-based funds it shares with the Golden Gate Bridge Highway & Transportation District and Sonoma-Marín Area Rail Transit (SMART). The three agencies divide the population-based funds based on their proportional shares of ridership and service levels in Marin County.

Marin Transit will request that Caltrans program the funds to the purchase of one all-electric paratransit shuttle and charging infrastructure. The vehicle is expected to be delivered in FY2024. Marin Transit has federal 5307 funding to partially pay for this vehicle. These state funds will help cover the local match and the increased costs for electric vehicles. The EV paratransit vehicle will be the first electric vehicle dedicated to the support of Marin Transit's demand response program and will increase the District's electric vehicle fleet to seven. The additional electric vehicle will help meet the District's zero-emission fleet transition plan.

FISCAL/STAFFING IMPACT: The \$677,208 in FY 2021/22 programmed funds represents 100% of the forecasted project budget of \$677,208. The electric vehicle purchase is included in

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2nd vice president
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judy arnold
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city of san rafael

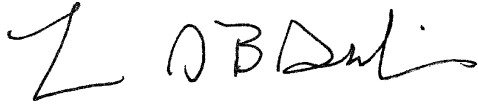
damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

Marin Transit's Short Range Transit Plan and the current capital budget (project PE). The FY2022/23 budget will increase the current project budget to include the infrastructure costs and match the LCTOP program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L Gradia". The signature is stylized and cursive.

Lauren Gradia
Director of Finance and Capital Programs

Attachment A: 2022-06 LCTOP Resolution

RESOLUTION #2022-06**AUTHORIZATION FOR THE EXECUTION OF THE
THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT:**

Purchase One Electric Paratransit Vehicle and Charging Infrastructure
\$276,865 Population-Based Funds and \$400,343 Revenue-Based Funds

WHEREAS, the Marin County Transit District (the District) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the District wishes to implement the LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2021-22 LCTOP funds:

*Project Name: **Purchase One Electric Paratransit Bus and Charging Infrastructure***

*Amount of LCTOP funds requested: **\$677,208***

*Short description of project: **Provide local matching funds for the purchase of One Electric Paratransit Bus and Charging Infrastructure.***

*Contributing Sponsors (if applicable): **Metropolitan Transportation Commission (MTC) for population-based funds only.***

APPROVED AND PASSED this 4th day of April 2022

Agency Board Designee:

BY: _____



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Consideration of Compensation Increase for General Manager

Dear Board Members:

RECOMMENDATION: Approve a compensation increase of 5% for FY 2021/22 for the General Manager.

SUMMARY:

Nancy Whelan has served as the General Manager of Marin Transit since June 16, 2014. As a follow-up to her performance evaluation by the Marin Transit Board on March 7, 2022, I am recommending that the Board of Directors consider increasing her annual salary. Specifically, I am recommending a 5% increase to account for her performance over the past year. This raise would be effective as of July 1, 2021. Ms. Whelan's salary was last raised in 2019.

FISCAL/STAFFING IMPACT: There are sufficient funds available in the Salaries and Benefits account in the approved FY 2021/22 Marin Transit budget to accommodate this compensation increase.

Respectfully submitted,

Stephanie Moulton-Peters
President



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Marin Transit Diversity Program for Contracts

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Approve Marin Transit’s Updated Disadvantaged Business Enterprise (DBE) Program.

SUMMARY:

As a direct recipient of federal funds, Marin Transit is required to comply with regulations that ensure that minority and women owned businesses have an equal opportunity to contract for federally funded projects. Written DBE programs are required of Federal Transit Administration (FTA) recipients of planning, capital, and/or operating assistance that will have contracting opportunities (excluding transit vehicle purchases) exceeding \$250,000 with those funds in a Federal fiscal year.

Your board adopted the District’s DBE Program in March 2013, and it was updated in July 2019 as part of the goal setting process. The DBE program plan is not an annual submission, and grantees do not submit regular updates of their DBE programs. However, significant changes to the programs must be submitted for approval. This update retains the core program while re-formatting the document to improve the readability and update program to reflect staffing changes. The updated program reflects the designation of the Director of Finance and Capital Programs as the DBE Liaison Officer.

Staff recommends that your Board adopt this updated program governing all DBE activities at the District.

BACKGROUND:

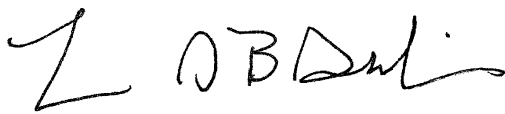
The Federal Transit Administration (FTA) requires DBE programs for contracts related to federal funding for planning activities, capital projects, and operating assistance. Transit vehicle purchases have separate DBE compliance procedures and are not subject to transit agency DBE goals. Your Board adopted a Diversity Program for Contracts on June 24, 2013.

Marin Transit's Diversity Program establishes procedures to establish the District's three year DBE goal, obtain information and input regarding available businesses, monitor and enforce compliance of contractors, and develop corrective action plans if the DBE goal is not met.

Marin Transit currently has a DBE goal of 3.3% for fiscal years ending 2020-2022. A new goal will be established for fiscal years ending 2023-2025. In June, staff expects to publish the proposed DBE goal methodology for public review and comment and bring the item to your board for review. After a 30 day review period, staff will submit the DBE goal for fiscal years 2023-2025 to the Federal Transit Administration for review and approval.

FISCAL IMPACT: There is no fiscal impact associated with approving this DBE policy.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L Gradia". The signature is written in a cursive, flowing style.

Lauren Gradia
Director of Finance and Capital Programs

Attachment: 1. DBE Race-Neutral Implementation Agreement for Transit Subrecipients

**Marin County Transit District (Marin Transit)
Diversity Program for Contracts**

April 2022 update

711 Grand Avenue, Suite 110
San Rafael, CA 94901
(415) 226-0855

Marin Transit Diversity Program for Contracts

Table of Contents

- I. POLICY (Section 26.23)..... 4
- II. General Requirements (Numbers Reference Sections of 49 CFR 26 Requirements) 5
 - A. Applicability (Section 26.3) 5
 - B. Objectives (Section 26.1) 5
 - C. Definitions (Section 26.5)..... 6
 - D. Prohibited Discrimination (Section 26.7) 8
 - E. Record Keeping Requirements (Section 26.11) 8
 - F. Bidders List (Section 26.11c) 9
 - G. Federal Financial Assistance Agreement Assurances (Section 26.13a) 9
 - H. Contract Assurance and Required Contract Provisions (Section 26.13b)..... 10
- III. Administrative Requirement..... 11
 - A. DBE Program Updates (Section 26.21) 11
 - B. Dissemination of Policy Statement (Section 26.23)..... 11
 - C. Duties of DBE Liaison Officer (Section 26.25) 12
 - D. DBE Financial Institutions (Section 26.27) 12
 - E. Prompt Payment Mechanisms (Section 26.29) 13
 - F. DBE Database (Section 26.31)..... 13
 - G. Over-Concentration (Section 26.33) 14
 - H. Business Development Programs (Section 26.35) 14
 - I. Monitoring and Enforcement Mechanisms (Section 26.37)..... 14
 - J. Small Business Participation (Section 26.39) 15
- IV. Goals, Good Faith Efforts and Counting DBE Participation..... 15
 - A. No Quotas or Set-Asides (Section 26.43) 15

| | | |
|-------|---|----|
| B. | Goal-Setting (Section 26.45) | 16 |
| C. | Public Participation and Outreach Efforts (Sections 26.45 (g)) | 17 |
| D. | Failing to Meet Overall Goals (Section 26.47) | 19 |
| E. | Responsibilities Regarding Transit Vehicle Purchases (Section §26.49) | 19 |
| F. | Achieving the Annual Overall Goal (Section 26.51) | 19 |
| G. | Good Faith Efforts Procedures (Section 26.53(a)(b)(c))..... | 21 |
| H. | Counting DBE Participation (Sections 26.55) | 24 |
| V. | <i>CERTIFICATION STANDARDS (Subpart D and Appendix E)</i> | 25 |
| A. | California Unified Certification Program (Section 26.81) | 25 |
| B. | Procedures for Certification Decisions (Section 26.83) | 25 |
| VI. | COMPLIANCE AND ENFORCEMENT (SUBPART F) | 25 |
| A. | Responsibilities for Use of Information, Confidentiality, Cooperation, and Intimidation or Retaliation (Section 26.109)..... | 26 |
| VII. | Exhibit A | 27 |
| | DBE Liaison Officer’s DBELO Duties and Responsibilities (Section 26.25)..... | 27 |
| VIII. | Exhibit B | 29 |
| 1. | Marin Transit Organization Chart | 29 |
| 2. | PRIME CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER REPORT | 30 |
| 3. | GOOD FAITH EFFORTS DOCUMENTATION..... | 31 |
| 4. | SMALL BUSINESS ENTERPRISE AFFIDAVIT OF SIZE..... | 33 |
| IX. | Exhibit C: | 34 |
| | SMALL BUSINESS ENTERPRISE ELEMENT (Section 26.39)..... | 34 |
| A. | Definition of Small Business Enterprise | 34 |
| B. | Acceptable Comparable Small Business Enterprise Certifications | 35 |
| C. | Race-Neutral SBE Measures | 36 |
| D. | Determining and Adopting a Contract-Specific SBE Goal..... | 36 |
| | Exhibit C-1 SBE GOAL DECLARATION FORM | 37 |

MARIN TRANSIT DIVERSITY PROGRAM FOR CONTRACTS

I. POLICY (Section 26.23)

Marin County Transit District (“Marin Transit”) is committed to a Diversity Program for the participation of Disadvantaged Business Enterprises (“DBEs”) and Small Business Enterprises (“SBEs”) in Marin Transit’s contracting opportunities in accordance with 49 Code of Federal Regulations (CFR) Part 26, effective March 4, 1999, as may be amended (“Regulations”). It is the policy of Marin Transit to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of the U.S. Department of Transportation (“U.S. DOT”) assisted contracts. It is the intention of Marin Transit to create a level playing field on which DBEs and SBEs can compete fairly for contracts and subcontracts relating to Marin Transit’s construction, procurement and professional services activities.


The Board of Directors is responsible for establishing the DBE policy of Marin Transit. The General Manager of Marin Transit is responsible for ensuring adherence to this policy. The Disadvantaged Business Enterprise Liaison Officer, in coordination with Marin Transit Managers, is responsible for the development, implementation, and monitoring of the Diversity Program for Contracts in accordance with Marin Transit’s nondiscrimination policy. The DBE Liaison Officer/DBELO will submit a revision of this DBE Program to FTA whenever there are substantive changes to content or agency staffing, organization, or leadership. It is the expectation of the Board of Directors and the General Manager that all Marin Transit personnel shall adhere to the provisions and procedures as well as the spirit of this Program.

This policy will be circulated to all Marin Transit personnel and to members of the community that perform or are interested in performing work on Marin Transit contracts. The complete Diversity Program for Contracts and the annual overall DBE goal analyses are available for review from the:

DBE Liaison Officer / DBELO
Marin County Transit District
711 Grand Avenue, Suite 110
San Rafael, CA 94901

If you have any questions or would like further information regarding this Program, please contact the Disadvantaged Business Enterprise Liaison Officer (DBELO), Keith Green, by email at kgreen@marintransit.org, by telephone 415/226-0870.

Date: 04/2022



General Manager

II. General Requirements (Numbers Reference Sections of 49 CFR 26 Requirements)

A. Applicability (Section 26.3)

Marin Transit, a recipient of federal financial assistance from the Federal Transit Administration (“FTA”) and the Federal Highway Administration (“FHWA”) of the U.S. DOT, is required to implement a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 CFR Part 26, which is incorporated herein by this reference. The Program outlined herein applies to all Marin Transit contracts that are funded, in whole or in part, by U.S. DOT federal financial assistance. In the event of any conflicts or inconsistencies between the Regulations and this DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

B. Objectives (Section 26.1)

The objectives of this Program are the following:

1. To ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
2. To remove barriers to DBE participation in the bidding, award and administration of Marin Transit contracts;
3. To assist DBEs to develop and compete successfully outside of the Program;
4. To ensure that the Program is narrowly tailored in accordance with 49 CFR Part 26;
5. To ensure that only DBEs meeting the eligibility requirements are permitted to participate as DBEs;
6. To identify business enterprises that are eligible as DBEs to provide Marin Transit with required materials, equipment, supplies and services; and to develop a good rapport with the owners, managers and sales representatives of those enterprises;
7. To develop communication programs and procedures that will acquaint prospective DBEs with Marin Transit’s contract procedures, activities, and requirements and allow DBEs to provide Marin Transit with feedback on existing barriers to participation and effective procedures to eliminate those barriers.
8. To administer the Program in close coordination with various managers and staff within Marin Transit to facilitate successful implementation of this Program.
9. Continuously research and make available to DBEs any resources and/or tools that may increase the possibility of participation, such as bonding or insurance assistance

programs, technological tools, education resources, and contractor match-making opportunities

C. Definitions (Section 26.5)

Any terms used in this Program that are defined in 49 CFR § 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. Some of the most common terms are defined below:

1) “Commercially Useful Function”

A DBE (or SBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

2) “Disadvantaged Business Enterprise (DBE)”

A DBE is a for-profit, small business concern: 1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3) “Good Faith Effort”

This means the steps set forth by this Policy that are to be undertaken by a bidder to document that it has or has not obtained enough participation to meet the specific contract goal(s) required by the District for use of DBE or SBE firms.

4) “Race-Neutral”

A procedure or program that is used to assist all small businesses. For the purposes of this Program, race-neutral includes ethnic and gender neutrality.

5) “Race-Conscious”

A measure or program that is specifically focused on assisting only DBEs, including women-owned DBEs.

6) “Personal Net Worth”

The net value of the assets of an individual remaining after total liabilities are deducted. An individual’s personal net worth does not include the individual’s ownership interest in an applicant or participating DBE firm, or the individual’s equity in his or her primary place of residence. An individual’s personal net worth includes only his or her own share of community property with the individual’s spouse.

7) “Small Business Element”

Actions within the DBE program applied to encourage the utilization and participation of small business enterprises.

8) “Small Business Enterprise”

With respect to firms participating as DBEs in U.S. DOT assisted contracts, a small business enterprise (SBE) is an existing small business, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121), whose average annual gross receipts for the previous three (3) years does not exceed the amount pursuant to 49 CFR § 26.65(b) (\$26.29 million as of Dec. 14, 2020).

9) “Socially and Economically Disadvantaged Individuals”

Any individual who is a citizen or lawfully admitted resident of the United States of the following groups, members of which are rebuttably presumed to be socially and economically-disadvantaged:

- 1) African American (including persons having origins in any of the Black racial groups of Africa). This term has the same meaning as the term is used in 49 CFR Part 26;
- 2) Hispanic American (including persons of Central or South American, Cuban, Dominican, Mexican, Puerto Rican, or other Spanish or Portuguese culture or origin, regardless of race);
- 3) Native American (includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians);
- 4) Asian-Pacific American (which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- 5) Subcontinent Asian American (including persons whose origins are from Bangladesh, Bhutan, India, the Maldives Islands, Nepal, Pakistan, or Sri Lanka);
- 6) A Woman; or
- 7) A member of any additional group that is designated as socially- and economically-disadvantaged by the Small Business Administration, at such time as the SBA designation becomes effective.

Additionally, any individual can demonstrate, by a preponderance of evidence, that he or she is socially and economically-disadvantaged on a case-by-case basis. Marin Transit will follow the guidelines in 49 CFR Part 26, Appendix E for this determination. An individual cannot be

presumed or determined on a case-by-case basis to be economically-disadvantaged if he or she has a personal net worth exceeding \$1.32 Million (excluding the individual's ownership interests in the small business concern and his or her primary residence).

D. Prohibited Discrimination (Section 26.7)

Marin Transit shall not exclude persons from participation in, deny benefits to, or otherwise discriminate against any persons in connection with the award and performance of any contract governed by 49 CFR Part 26 on the basis of race, color, sex or national origin.

Marin Transit shall not use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of this Program with respect to individuals of a particular race, color, sex, or national origin, either directly or through contractual or other arrangements.

E. Record Keeping Requirements (Section 26.11)

Marin Transit will continue to report DBE participation and overall goal setting methods to FTA and Caltrans on behalf of FHWA as directed. Statistical data will be maintained as prescribed on a semi-annual basis to provide reports to U.S. DOT administrations reflecting the DBE participation in Marin Transit's federally assisted procurement activities on the following schedule:

1. DBE participation from October 1 through March 31 (submitted June 1)
2. DBE participation from April 1 through September 30 (submitted December 1)

The DBELO will regularly collect, review and track prime and subcontractor contract commitments, awards and payment including:

1. Prime and subcontractor awards and commitments (submitted by the successful contractor at time of bid)
2. DBE awards and commitments (submitted by the successful contractor at time of bid)
3. Payments to prime contractors, progress payments and final payment at the close of contract
4. Payments to DBE contractors, subcontractors and suppliers

These reports will provide DBE participation information on Marin Transit's race-neutral contracts, race-conscious contracts, if any, and combined DBE participation on all federally assisted procurement activities.

Marin Transit may perform interim audits of contract payments to DBEs to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the report of proposed DBE participation. The DBELO will continue to provide the reports regarding

DBE participation and annual overall goals required by the Regulations to FTA and Caltrans on behalf of FHWA, as required.

F. Bidders List (Section 26.11c)

Marin Transit will maintain a Bidders List and collect information regarding all DBE and non-DBE firms that bid and quote on U.S. DOT-assisted contracts. The Bidders List may be used to help calculate Marin Transit's overall DBE goal. Marin Transit's Bonfire procurement systems will also maintain a vendor database, which facilitates outreach, tracks all potential bidders, tracks plan-holders and tracks all primes awarded a contract.

The bidders list will include the following information about the prime contractor and all subcontractors who provided a bid: the firm name, firm address, firm's status as a DBE or non-DBE, number of years in business, annual gross receipts, scope of work to be performed on the contract, and dollar amount of that work. Marin Transit must receive this information before making a recommendation to the Board of Directors for award of contract. If the information is not received within the time specified, the bidder/proposer will be deemed non-responsive.

Data gathering will be conducted by requiring firms bidding on contracts with or without subcontracting opportunities to submit a form entitled, Prime Contractor and Subcontractor/Subconsultant/ Supplier Report, provided in Exhibit B-2. In the case of firms bidding on contracts without subcontracting opportunities, data gathering may also be conducted by requesting firms to submit additional information. The DBELO will maintain the confidentiality of any proprietary information in accordance with applicable California law.

G. Federal Financial Assistance Agreement Assurances (Section 26.13a)

Marin Transit has signed the FTA Master Agreement that includes the following assurances, applicable to all DOT-assisted contracts and their administration:

As a recipient of federal funds, Marin Transit shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the

Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and / or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

H. Contract Assurance and Required Contract Provisions (Section 26.13b)

Each financial assistance agreement Marin Transit signs with FTA or Caltrans on behalf of FTA will include a nondiscrimination assurance from Marin Transit. The District's U.S. DOT-assisted procurements will include, as appropriate, the model contract provisions set forth in the current edition of Marin Transit's Federal Solicitation and Contract Templates, available from the DBELO. The DBELO shall have discretion to modify the provisions for particular contracts as needed, in consultation with Legal Counsel. These required contract provisions consist of:

- Marin Transit's DBE Program policy.
- A nondiscrimination assurance from the contractor and each subcontract the prime contractor signs with a subcontractor. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract that may result in the termination of this contract or such other remedy as recipient deems appropriate, which may include, but is not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the contractor from future bidding as non-responsible. This may include, but is not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the contractor from future bidding as non-responsible.
- A statement that encourages prime contractors to use financial institutions owned and controlled by socially and economically-disadvantaged individuals in the community, per 49 CFR Part 26.27.
- Per 49 CFR 26.29, a clause that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than seven days for construction and ten days for consultants/professional service contracts from the date the prime receives its payment from Marin Transit. This clause also requires the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed

- The website address for the California Unified Certification Program DBE directory identifying all firms eligible to participate as DBEs in Marin Transit’s program.
- The DBE participation goal (where applicable).
- A section that provides the DBE certification standards.
- A section that provides how DBE participation is counted toward the goal.
- A section on reporting requirements, including a provision ensuring that DBE participation is credited toward overall or contract goals only when payments are actually made to DBE firms.
- A section on administrative remedies to ensure compliance with the DBE program.

III. Administrative Requirement

A. DBE Program Updates (Section 26.21)

Because Marin Transit receives FTA planning, capital and/or operating assistance and awards prime contracts (excluding transit vehicle purchases), the cumulative total value of which can exceed \$250,000 in a federal fiscal year, Marin Transit will continue to carry out this DBE Program until all funds from DOT financial assistance have been expended. Marin Transit will provide to U.S. DOT updates representing significant changes in the program and implement the completed updated DBE program upon the approval of FTA.

B. Dissemination of Policy Statement (Section 26.23)

The DBELO shall issue a signed and dated Policy Statement for Marin Transit and to the business community, including DBEs and non-DBEs that perform work on U.S. DOT-assisted contracts for Marin Transit. The Policy Statement shall be disseminated as follows:

1. Through email to Managers and buying staff; and
2. Through Marin Transit’s website and upon request from the interested public, including the business community.

To ensure that potential bidders are aware of the DBE policy, Marin Transit makes reference to this policy in its contract specifications and advertisements for all U.S. DOT-assisted contracts.

C. Duties of DBE Liaison Officer (Section 26.25)

Pursuant to 49 CFR § 26.25 (www.fhwa.dot.gov/HEP/49cfr26.HTM), the Program shall be administered by the DBE Liaison Officer (“DBELO”), who shall be appointed by and have direct, independent access to the General Manager of Marin Transit. The DBELO will be the primary person responsible for implementing all aspects of this Program and will work closely with other departments and consultants of Marin Transit to ensure the DBE program’s success. The DBELO’s specific duties and responsibilities are attached as Exhibit A including an Organization Chart, and incorporated herein.

D. DBE Financial Institutions (Section 26.27)

It is the policy of Marin Transit to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on U.S. DOT-assisted contracts to make use of these institutions.

The DBELO will explore the extent of services offered by any banks and other financial institutions that qualify as DBEs in Marin County, and determine areas in which Marin Transit may reasonably utilize their services. Marin Transit shall also encourage its prime contractors to use the services of DBE financial institutions and places a clause in each federally assisted prime contract, per 49 CFR 26.27 as referenced in section II-H.

The Federal Reserve Board compiles data on financial institutions that participate in the Treasury’s Minority Bank Deposit Program. The Federal Reserve maintains a list of these financial institutions that includes the identification of minority and gender status along with location, viewable at: <https://www.fdic.gov/regulations/resources/minority/mdi.html>

Marin Transit will review the listing periodically to determine whether any such financial institutions are available within the Marin Transit community. As of 2020, there are no minority-owned banks with offices located in Marin County. In considering a new operating bank account, staff places a priority on the importance of proximity to ensure that contractors do not have to travel out of Marin County to deposit large amounts of cash fares.

The DBELO updated the list of minority-owned financial institutions offering services in the San Francisco Bay Area based on The Federal Reserve Bank website data from May 2020:

- Bank of the Orient (Offices in San Francisco)
- California Pacific Bank and Gateway Bank, F.S.B (Offices in San Francisco)
- Mission Bank (Offices in San Francisco)

E. Prompt Payment Mechanisms (Section 26.29)

Marin Transit will ensure prompt payment of subcontractors on each federally-assisted prime contract. Marin Transit includes a clause in all federally-assisted contracts that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the date the prime receives its payment from Marin Transit.

This clause also requires the prompt return of retainage payments. Marin Transit will hold retainage from the prime contractors and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime contractors based on the acceptances, and include a contract clause obligating the prime contractor and subcontractors to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after payment to the prime contractor.

As referenced in Section 26.37 below, if Marin Transit determines that the prime contractor has failed to comply with the prompt payment provisions, Marin Transit will give written notice to the prime contractor that if the default is not remedied within 30 days from notice, the contract may be terminated in whole or in part.

F. DBE Database (Section 26.31)

The DBE Database is a consolidated and automated directory that identifies firms that have been certified as DBEs by the California Unified Certification Program (CUCP). The DBE Database is jointly maintained and updated by the CUCP certifying member agencies in coordination with the California Department of Transportation (Caltrans), and the CUCP DBE Database Manager. The DBE Database is available at Caltrans' website, <https://dot.ca.gov/programs/civil-rights/dbe-search>, and shall be distributed to contractors and made available to the public upon request. Marin Transit will use the DBE Database as a primary resource in developing overall goals and contract-specific goals, and in conducting outreach and other activities to promote DBE participation in U.S. DOT supported contracts.

The DBE Database includes the firm's name, address, telephone number, and types of work, utilizing the North American Industry Classification System (NAICS) codes for which the firm is certified as a DBE. Additionally, the DBE Database may include, whenever possible, the date the firm was established, the legal structure of the firm, the percentage owned by disadvantaged individuals, capacity, previous work experience and a contact person. The DBE Database shall not in any way prequalify the identified DBE firms with respect to licensing, bondability, competence, or financial responsibility.

G. Over-Concentration (Section 26.33)

If the DBELO determines that DBE participation is so over-concentrated in certain types of work or contracting opportunities assisted by FTA or FHWA that it unduly burdens the participation of non-DBEs in that type of work, the DBELO will develop appropriate measures to address the over-concentration. The DBELO will seek approval of such measures from FTA or Caltrans on behalf of FHWA and, at that time, the measures will become a part of this Program. Currently, Marin Transit is unaware of any types of work that have a burdensome over-concentration of DBE participation.

H. Business Development Programs (Section 26.35)

Marin Transit may establish or participate in a DBE business development program to assist firms in gaining the ability to compete successfully in the marketplace outside the DBE Program. Marin Transit may establish or participate in a mentor-protégé program in which another DBE or non-DBE firm is the principal source of business development assistance. If Marin Transit determines such a program is beneficial, a proposed program will be developed and submitted to the U.S. DOT operating administrations for approval, after which it will become a part of this DBE Program. Guidelines outlined in Appendices C and D of 49 CFR Part 26 will be utilized in setting up the formal agreements and programs.

Marin Transit is a member of the Business Outreach Committee (BOC) that represents the nine county Bay Area transportation agencies. Through the BOC, Marin Transit's purchasing and project management staff are available for and communicate with small business representatives to encourage participation. Marin Transit staff will provide information on how to do business with Marin Transit, technical assistance on specified contracts, and other topics of interest to small business concerns. Marin Transit also utilizes the services and publications of Norcal Procurement Technical Assistance Center (PTAC) and refers DBEs to the DBE Supportive Services Northern Region Program. Marin Transit includes a link to the DBE Supportive Services Program www.norcalptac.org/DBE on its website. Marin Transit will refer current and newly certified DBEs needing assistance to sign up for Norcal PTAC services at www.norcalptac.org/dbe.

Marin Transit participates extensively in CalACT, and California Transit Association, and will advertise contractor opportunities with Marin Transit through those venues for large procurements. See also section IV-C, Public Participation and Outreach Efforts, below.

I. Monitoring and Enforcement Mechanisms (Section 26.37)

Marin Transit will monitor compliance of its contractors on federally assisted contracts with the requirements of the DBE Regulations and the DBE Program. Marin Transit may impose such

contract remedies as are available under federal, state, and local law and regulations for non-compliance. Such remedies may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.

Marin Transit will maintain a running tally of payments actually made to DBE firms and may require prime contractors and DBE subcontractors and suppliers to provide appropriate documentation to verify such payments. Marin Transit will monitor actual DBE participation and will include a written certification that Marin Transit has reviewed contracting records and monitored work sites in California for this purpose. Credit toward overall or contract goals will only be given upon satisfactory evidence that payments were actually made to DBEs.

Marin Transit may perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the report of proposed DBE participation. Monitoring may be conducted in conjunction with monitoring of contract performance for other purposes (close out revisions for a contract).

The contractor shall maintain records of all DBE participation in the performance of the contract, including subcontracts entered into with certified DBEs and all materials purchased from certified DBEs. It is the contractor's responsibility to maintain records and documents for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Marin Transit or U.S. DOT. This reporting requirement is also extended to any certified DBE subcontractor.

J. Small Business Participation (Section 26.39)

In accordance with the requirements of 49 CFR Part 26, Section 26.39, Marin Transit has established a Small Business Element to ensure that DBEs and non-DBE small businesses have the maximum ability to participation on federally-sponsored projects. Details of the SBE program are included in Exhibit C and incorporated herein. Marin Transit's SBE program does not replace or act as a substitute for critical elements of the Marin Transit DBE program, including use of DBE contract goals (if appropriate), good faith efforts evaluations or monitoring DBE participation.

IV. Goals, Good Faith Efforts and Counting DBE Participation

A. No Quotas or Set-Asides (Section 26.43)

Marin Transit does not, and will not, use quotas or set-asides in the administration of this Program.

B. Goal-Setting (Section 26.45)

The Board of Directors shall establish an overall goal for the participation of DBEs in all budgeted contracts utilizing U.S. DOT/FTA financial assistance. The overall goal shall be expressed as a percentage of the total amount of U.S. DOT funds Marin Transit anticipates expending in the three forthcoming federal fiscal years.

Marin Transit intends to meet its goal to the maximum extent feasible through the race-neutral measures described in section IV-F, below. Where race-neutral measures are inadequate to meet the overall goal, Marin Transit may use race-conscious measures for particular contracts with subcontracting opportunities.

The overall goal will be established in accordance with the 2-step process as specified in 49 CFR Section 26.45 (c)-(d):

- **Step One:** Determine the base figure of number of ready, willing and able DBEs relative to the number of all businesses who are ready, willing and able to participate in the local market area; and
- **Step Two:** Adjust the base-figure percentage from Step One so that it reflects as accurately as possible the DBE participation that Marin Transit would expect based on past participation of DBEs on projects.

The following represents the tasks necessary to complete Step One:

1. **Projecting U.S. DOT-Assisted Contract Expenditures for Fiscal Years.** In consultation with the appropriate Marin Transit managers and staff responsible for contracting activities, the DBELO will conduct a thorough analysis of the projected number, types of work and dollar amounts of federally-assisted contracting opportunities for the three-year reporting period.
2. **Establishing a Base Figure.** Marin Transit will develop a base figure for the relative availability of DBEs by determining the number of ready, willing, and able DBEs relative to the number of all businesses ready, willing, and able to participate in its U.S. DOT-assisted contracts.
 - a. **Analyze All Available Businesses in Marin Transit's Local Market Area.** The DBELO will determine the total available businesses in its market area by conducting a thorough analysis of the area in which Marin Transit will solicit participation from contractors, subcontractors, consultants, subconsultants, manufacturers, and suppliers for the federal fiscal year, including a description of geographical boundaries of its local market area and the NAICS codes for the

types of work to be contracted. The DBELO will consider a variety of sources including, but not limited to, the U.S. Census Bureau's County Business Patterns Database, Marin Transit's Bidders List, and relevant disparity studies.

- b. **Analyze Available DBEs in Marin Transit's Local Market Area.** The DBELO will conduct a similar analysis to determine the total DBEs that are available to participate in the projected contracts for the fiscal year. This analysis will include a description of the available DBEs relative to the geographical boundaries of its local market area and the NAICS codes for the types of work to be contracted. Marin Transit will consider a variety of sources including, but not limited to, the CUCP DBE Database, its Bidders List, and any relevant disparity studies.
- c. **Calculate the Base Figure.** The DBELO will compare the available DBEs in its local market area for the fiscal year to the available businesses in its local market area for the fiscal year. The calculation may include a weighting factor according to the contract expenditure patterns analyzed.

The following represents the task necessary to complete Step Two:

3. **Adjusting the Base Figure.** Marin Transit will adjust the base figure based on demonstrable evidence indicating that the availability of DBEs for U.S. DOT-assisted contracts for the fiscal year may be higher or lower than the base figure indicates, including analyzing DBE participation in Marin Transit's current or past contracts. Additional information may include any available and relevant disparity studies or any relevant results of similar U.S. DOT recipients' efforts to contract with DBEs.
4. **Projection of Percentage of Overall Goal to Be Achieved Through Race-Neutral and Race Conscious Measures.** Marin Transit proposes to meet 100% of its goals using race-neutral methods. If there is a need to use race conscious or contract specific goals, the DBELO shall analyze the progress toward achieving the annual overall goal and increase or reduce the use of contract-specific goals as described in section IV-F, below.

C. Public Participation and Outreach Efforts (Sections 26.45 (g))

Marin Transit manages its public participation and outreach efforts to seek public input for setting overall DBE participation goals and to increase public awareness of Marin Transit's Diversity Program for Contracts to assist in meeting those goals. Additional efforts are described in section III-H, Business Development Programs, above.

- **Goal Methodology Outreach:** Prior to finalizing its triennial DBE Goal Methodology, Marin Transit will consult with U.S. DOT, other U.S. DOT grantees, minority, women's

and general contractor groups, community organizations, or other officials or organizations that could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and Marin Transit's efforts to establish a level playing field for the participation of DBEs. Marin Transit will also utilize information and feedback obtained through mailings from regional agencies, such as the Metropolitan Transportation Commission.

- **Overall Goal Analysis Report.** Unless otherwise directed, the DBELO will prepare an Overall Goal Analysis Report for DBE participation in FTA-assisted contracts upon completion of the two-step analysis and after consultation described above. Each report shall document the analysis and methodology in arriving at the proposed goal and shall include a projection of the portion of the goal to be achieved through race-neutral and race-conscious measures.
- **Publication of the Proposed Overall DBE Goal.** Pursuant to 49 CFR § 26.45(g), Marin Transit will publish the proposed overall DBE goal on its website, www.marintransit.org. Every three years or more often if the District adjusts the overall goal, Marin Transit will publish a notice announcing its proposed overall goal. This notice will inform the public that Marin Transit's Overall DBE Goal Methodology is available for comment on the agency's website, www.marintransit.org, for a period of thirty (30) days prior to submitting the goal to FTA by August 1st. This notice will state that Marin Transit and FTA will accept comments on the proposed goal for thirty (30) days from the date of the notice with instructions on how to submit comments.

Upon receipt of any public comments, Marin Transit's DBELO will prepare a summary report analyzing the public comments and recommending any modifications to the overall DBE goal or methodology and will provide it to the General Manager for review and submission to the Board of Directors for adoption.

- **Approval of the Overall DBE Goal.** Following review of the DBE Report, Marin Transit's Board of Directors shall approve an overall DBE goal for DBE participation that shall include a projection of portions of that goal that can be achieved through race-neutral and race-conscious measures. It will also consider authorizing the submission of an Overall Goal Analysis Report by the submission date established by the Federal Transit Administration. The goal will then be published on the agency's website: www.marintransit.org/purchasing.

D. Failing to Meet Overall Goals (Section 26.47)

If the awards and commitments shown on Marin Transit's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the DBELO will analyze in detail the reasons for the difference between the overall goal and awards and commitments and prepare a Shortfall Analysis in accordance with 49 CFR Section 26.27(c). The analysis shall include specific steps and milestones to correct the problems identified and to meet overall goals for future fiscal years. Marin Transit will retain the shortfall analysis and corrective actions for three years and make them available to FTA on request for their review.

E. Responsibilities Regarding Transit Vehicle Purchases (Section §26.49)

To be authorized to bid or propose on FTA-assisted transit vehicle procurements, each transit vehicle manufacturer must certify that it has complied with applicable FTA DBE requirements. Whenever Marin Transit solicits new bids to purchase transit vehicles or to remanufacture vehicles, the District will rely on FTA's certified list of Transit Vehicle Manufacturers. As an alternative, Marin Transit will seek bids from qualified manufacturers that have submitted a DBE goal methodology that FTA has approved or has not disapproved. If Marin Transit intends to purchase transit vehicles that are not FTA certified, Marin Transit will include that purchase in calculating or updating its overall DBE goal or set a project-specific DBE goal as appropriate.

As required in Section 26.49 (a) (4), within 30 days of making a vehicle purchase award, Marin Transit will submit the name of the successful bidder and the total dollar value of the contract as prescribed in the grant agreement.

F. Achieving the Annual Overall Goal (Section 26.51)

Marin Transit shall achieve the overall goals for DBE participation through a combination of race-neutral/gender-neutral measures and contract goals for particular contracts with subcontracting opportunities.

1. **Race-Neutral/Gender-Neutral Methods.** Marin Transit intends to use race-neutral/gender-neutral methods to the maximum extent feasible to achieve its annual overall goals. Marin Transit will consider as race-neutral/gender-neutral any DBE participation that is obtained on contracts that have no specific DBE goal, or where prime contractors use a strictly competitive bidding process that did not consider the DBE's status as a DBE in awarding a subcontract. In addition, Marin Transit will use the following measures as appropriate:

- a. Configure large contracts into smaller contracts, when feasible, when to do so would make contracts more accessible to small businesses and would not impose significant additional cost, delay, or risk to Marin Transit;
 - b. Identify components of the work that represent subcontracting opportunities and identifying the availability of DBE subcontractors. Contractors will be encouraged to consider small businesses for components of the work for which there is a known supply of ready, willing, and able small businesses, including DBEs, in preparing their bids;
 - c. Assist in overcoming limitations in bonding and financing;
 - d. Provide technical assistance in orienting small businesses to public contract procedures, use of the Internet, and facilitating introductions to Marin Transit's and other U.S. DOT recipients' contracting activities;
 - e. Provide outreach and communication programs on contract procedures and contract opportunities to ensure the inclusion of DBEs that includes facilitating small business events that may be coordinated with other U.S. DOT grantees, federal agencies, or local organizations. These events will include procedures explaining how to do business with Marin Transit and explore best business practices that may be used to market small businesses at Marin Transit;
 - f. Ensure the distribution of the DBE Database to the widest feasible universe of potential prime contractors;
 - g. Provide business development assistance;
 - h. Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses; and
 - i. Pursuant to Section 49 CFR 26.39, Establish a race-neutral small business enterprise (SBE) element as part of its DBE program to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation in procurements as prime contractors or subcontractors. Details of the SBE element are included in Exhibit C below and incorporated herein.
2. **Contract-Specific Goals.** The Board of Directors shall recommend a race-neutral contract-specific DBE participation goal on particular prime contracts with subcontracting opportunities to the extent that Marin Transit cannot achieve its annual overall goal with race-neutral methods. Contract-specific goals are suggested goals and will not be required.

Race-conscious goals shall only be established based on evidence from a local disparity study as referenced in a 2005 Ninth circuit legal opinion that affects federal recipients in

California. In 2006, the FTA published a notice that stated that in a race-neutral program, (e.g., the annual overall DBE goal has been approved with no portion of it projected to be attained by using race- and gender-conscious means) the federal recipient does not set contract goals on any of its U.S. DOT-assisted contracts for which DBE subcontracting possibilities exist. Recipients having an exclusively race-neutral program are not required to establish contract goals to meet any portion of their overall goal.

While achievement of the goal will not be required, the Board of Directors shall establish a contract-specific goal based upon a recommendation from the General Manager as substantiated by information furnished by the DBE DBELO. The contract-specific goal shall apply to the percentage participation of DBEs in the total contract work and be set forth in the Special Provisions of the contract specifications. Marin Transit is not required to establish a contract-specific goal for every prime contract with subcontracting opportunities. For each contract involving subcontracting opportunities, Marin Transit will consider the factors outlined below to determine whether to establish a suggested contract-specific goal for the particular contract and, if so, what the percentage goal shall be:

- a. The projected portion of Marin Transit's overall goal that will be met by establishing contract-specific goals;
- b. The progress toward achieving Marin Transit's overall goal;
- c. The full range of activities in the proposed contract;
- d. The availability of DBEs as prime contractors or subcontractors in the types of work involved in the performance of the proposed contract;
- e. The unique conditions of the project that might affect the ability of the prime contractor to coordinate, utilize or incorporate subcontractors or suppliers into the project. (Projects consisting of only one or two subtrades may not be appropriate for a contract-specific goal as establishing a goal could result in restrictive bidding.);
- f. The effect that the contract-specific goal might have on the time of completion; and
- g. Any other relevant criteria.

G. Good Faith Efforts Procedures (Section 26.53(a)(b)(c))

The obligation of the bidder/proposer is to make good faith efforts, which the bidder/proposer can demonstrate by either meeting the DBE goal or by documenting good faith efforts. In those instances where a contract-specific DBE goal is included in the procurement/solicitation, Marin

Transit will award the contract only to a bidder that has either: 1) met the contract goal with verified, countable DBE participation; or 2) the bidder has documented that it has made adequate good faith efforts to meet the DBE contract goal. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to its bid submission.

To demonstrate a good faith effort, the bidder/proposer must submit Good Faith Effort Documentation Form, provided in Exhibit B-3. Bidder that fails to demonstrate that it achieved the DBE participation goal and fails to demonstrate that it made sufficient good faith efforts to do so shall not be deemed “responsive” and, therefore, shall be ineligible for award of the contract.

The types of actions that Marin Transit would consider evidence of Good Faith Efforts include the following:

- 1) Pre-Bid Meeting Attendance.
- 2) The bidder’s own solicitations to obtain DBE involvement in general circulation media, trade association publications, minority-focused media or other reasonable and available means within a sufficient time to allow DBEs to respond to the solicitation.
- 3) Written notification from the bidder encouraging participation in the proposed contract.
- 4) Efforts made to identify specific portions of the work that might be performed by DBEs.
- 5) Efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc.

Good Faith Effort Evaluation Process:

- a. **Evaluation of Bids or Proposals:** After the bid opening, or submission deadline for proposals, the DBELO shall evaluate all bids/proposals to determine whether the bidders/proposers submitted all the information required by 49 CFR § 26.53(b). The responsible bidder with the lowest apparent bid price, or the most highly ranked proposer, who also meets the contract-specific DBE goal or demonstrates sufficient good faith efforts shall be recommended for the contract award. In the event that the bidder with the lowest monetary bid price fails to meet the contract-specific goal or fails to demonstrate sufficient good faith efforts, or is otherwise unresponsive or not responsible, the DBELO shall evaluate the bidder with the next lowest bid price. Should the DBELO determine that additional information is needed to evaluate a bidder’s or proposer’s submission with regard to the DBE requirements, the DBELO shall request said bidder or proposer to submit the required information or may contact the listed DBEs directly.

- b. **Evaluation of DBE Certification Status:** Marin Transit shall require that any DBEs listed by bidders for participation in the contract be certified DBEs as of the time of bid opening. The DBELO shall review the Bidder's DBE Report to confirm each DBE firm's certification status. Marin Transit shall accept current certifications by any recipients of U.S. DOT funds acceptable to Marin Transit in accordance with 49 CFR Part 26.
- c. **Determination of Amount of DBE Participation:** The DBELO shall review the total dollar value of the work to be performed by DBEs and the total contract bid price reported on the Prime Contractor and Subcontractor /Subconsultant/ Supplier Report for accuracy and shall compare it to the contract-specific goal established for the contract.
- d. **Determination of Good Faith Efforts:** If the amount of DBE participation does not meet the contract-specific goal, the DBELO shall review the good faith efforts form submitted by the bidder, provided in Exhibit B-3. Failure to submit the Good Faith Efforts form will render the proposal "nonresponsive." The DBELO shall determine whether the bidder has performed the quality, quantity and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the contract-specific goal in accordance with 49 CFR Part 26, Appendix A.
- e. **Bidder's Right to Administrative Reconsideration:** The DBELO will notify the bidder in writing in the event that the DBELO determines that the apparent low bidder has not met the contract-specific goal and has not demonstrated good faith efforts. The notification shall include the reasons for the determination and that the bidder has the right to submit further written documentation or appear before the review committee for reconsideration prior to the time that staff present a recommendation for award of contract to the Board of Directors or the General Manager, depending on the size of the contract.

Within five (5) business days of being informed by Marin Transit that it is not responsive/responsible because it has not met the contract-specific goal or has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidder should make this request in writing to the following official: Keith Green, DBELO, 711 Grand Avenue, Suite 110, San Rafael, CA 94901, telephone number (415) 226-0855. The Bidder's request will then be forwarded to a reconsideration official who has not played any role in the

original determination that the Bidder did not document sufficient good faith efforts.

The Bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue. The reconsideration official shall provide Marin Transit with a written decision on reconsideration, explaining the basis for its determination. If the administrative consideration finds that the bidder has not met the contract goal or demonstrated good faith efforts, the DBELO will deem said bidder not responsive and evaluate the bidder submitting the next lowest bid. The DBELO will send the bidder a written decision on its reconsideration, explaining the decision. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

- f. **Recommendation for Award:** Following the determination of the lowest responsive and responsible bidder, the DBELO shall prepare a report on the lowest responsive and responsible bidder's compliance with the DBE requirements for review by the General Manager and for presentation to the Board of Directors, if applicable, at the time the contract award is considered. If the Board or the General Manager disagrees with the recommendation, it shall reject all bids or refer the matter back to staff for further evaluation and recommendation. The decision of the Board of Directors or the General Manager on the award of contract, if such a decision is made, shall be final and binding on all parties subject to compliance with Marin Transit's bid protest procedures.

H. Counting DBE Participation (Sections 26.55)

Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the prime contractor or its affiliate) may also be counted. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

Expenditures may only be counted if the DBE is performing a commercially useful function. A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own work force.

If materials or supplies are obtained from a DBE manufacturer, 100 percent (100%) of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, 60 percent (60%) of the cost will be counted. DBE achievement will not be counted toward the overall goal until the DBE has been paid. If contract-specific goals are set, the DBELO will track the participation of DBEs in contract-specific goal contracts separately from the participation of DBEs that are considered race-neutral. Additionally, the DBELO will not count that portion of a DBE's participation that is achieved after the certification of the DBE has been removed during the performance of a contract.

A DBE subcontractor may not be terminated (or an approved substitute DBE firm) without prior written Marin Transit consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

V. CERTIFICATION STANDARDS (Subpart D and Appendix E)

A. California Unified Certification Program (Section 26.81)

Marin Transit uses California Unified Certification Program ("CUCP") to develop overall and project level DBE goals and to identify available DBE businesses by skill area. The CUCP makes all DBE certification decisions on behalf of U.S. DOT recipients in the state. Marin Transit is a non-certifying agency. Marin Transit relies upon the CUCP for the certification of DBE firms and ensures that only firms certified as eligible DBEs participate in the Program. Should Marin Transit decide to change its non-certifying status and elect to become a certifying agency, Marin Transit will apply the standards of Subpart D and Appendix E of the Regulations.

B. Procedures for Certification Decisions (Section 26.83)

Marin Transit relies on CUCP DBE certification program and does not make certification decisions or recertify. The California UCP follows the certification standards of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. A copy of the CUCP certification procedures and/or the CUCP program is available at <https://dot.ca.gov/programs/civil-rights/dbe-certification-information>

VI. COMPLIANCE AND ENFORCEMENT (SUBPART F)

Marin Transit will enforce contract compliance with the DBE requirements, in accordance with 49 CFR Section

A. Responsibilities for Use of Information, Confidentiality, Cooperation, and Intimidation or Retaliation (Section 26.109)

Aside from any provisions of Federal or state law, Marin Transit will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. Should Marin Transit take on the role of a DBE-certifying agency, it will not release applications for DBE certification and supporting information. Marin Transit will transmit this information to FTA in any certification appeal proceeding or to any other state to which the firm has applied for certification.

Marin Transit will keep the identity of complainants confidential, at their request. Marin Transit will advise the complainant for the purpose of waiving the privilege if confidentiality will hinder the investigation, proceeding, or hearing or result in a denial of appropriate administrative due process to other parties. Marin Transit will advise complainants that failure to waive the privilege may result in closure of the investigation or dismissal of the proceeding or hearing.

Marin Transit will cooperate fully and promptly with USDOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Marin Transit will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by 49 CFR §26 or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the federal DBE regulations.

VII. Exhibit A

DBE Liaison Officer's DBELO Duties and Responsibilities (Section 26.25)

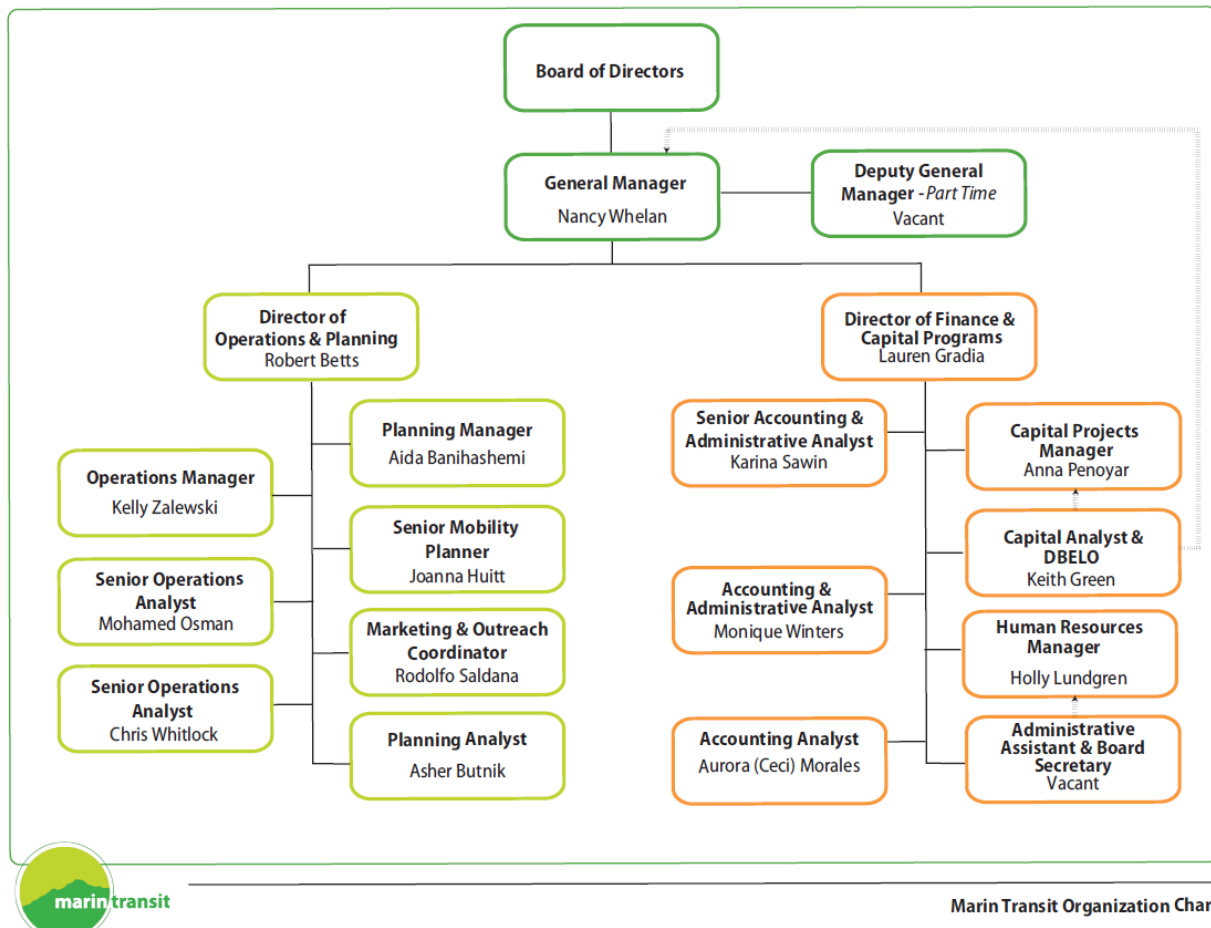
1. Analyzing and assessing the available resources and evidence for the establishment, achievement, and further improvement of annual overall DBE goals for U.S. DOT-assisted contracts each fiscal year;
2. Developing, monitoring, and evaluating the Diversity Program for Contracts, and preparing supplemental written procedures and guidelines to implement the Program;
3. If Marin Transit becomes a certifying member of the CUCP, maintaining and updating the DBE Database in accordance with 49 CFR § 26.31;
4. Maintaining and updating the Bidders List in accordance with 49 CFR § 26.11;
5. Conducting race-neutral and gender-neutral measures to facilitate the participation of small business concerns, including DBEs, through outreach and other community programs, training and business development programs, restructuring contracting opportunities, informing and assisting with preparing bids, simplifying bonding, surety and insurance requirements or other race-neutral means;
6. Participating in the contract bid and award process, including recommending specific contract goals where appropriate, reviewing contract specifications, attending pre-bid conferences and evaluating bids for contractor responsiveness, responsibility, and good faith efforts;
7. Analyzes Marin Transit's progress toward attainment and identifies ways to improve progress;
8. Monitoring specific contract performance, actual DBE participation, contract payments, and purchase requisitions;
9. Monitoring overall DBE participation, adjusting overall goals and means of achievement, assessing areas of over-concentration of DBE participation, and reporting to the General Manager, Marin Transit Board of Directors, FTA, and Caltrans on behalf of FTA and FHWA, as needed;
10. If Marin Transit becomes a certifying member of the CUCP, determining all certification actions including initial certifications, recertifications, denials, and removals;

11. Participating in the statewide Unified Certification Program in accordance with 49 CFR § 26.81, and CUCP MOA;
12. Assisting Marin Transit's Managers and Staff in the review committee for the evaluation of submittals;
13. Participating in regional outreach activities (may be supported by direct designee);
14. Participating in other transit organizations on common issues pertaining to diversity programs for contracts (may be supported by direct designee);
15. Maintaining all appropriate records and documentation of the Program; and,
16. Develop and submitting a revision of the DBE Program to FTA whenever there are substantive changes to content or agency staffing, organization, or leadership that pertain to the implementation of this Program.

VIII. Exhibit B

1. Marin Transit Organization Chart

Note that Marin Transit’s DBELO is the Capital Analyst.



Marin Transit Organization Chart

2. PRIME CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER REPORT

To be completed by Prime Contractor and submitted as part of bid/proposal.

| <i>To be completed by Prime Contractor and submitted as part of bid/proposal.</i> | | | | | | | | | | | | | |
|--|--------------|---------------|-------------|--|----------------------------|----------------------------------|------------------------|-------------------------|----------------------|---------------|-----|--------------|--|
| NAME OF PROJECT/PROPOSAL | | | | | | | | PROJECT/PROPOSAL NUMBER | | | | | |
| PROPOSER BUSINESS NAME AND ADDRESS | | | | | | | | | | | | | |
| NAME OF PERSON SUBMITTING BID | | | | | | SIGNATURE OF PROPOSER | | | | DATE | | | |
| CONTACT PERSON NAME | | | | | | CONTACT PHONE NUMBER | | | | CONTACT EMAIL | | | |
| IMPORTANT: 1) Identify all DBE and/or SBE firms being claimed for credit. 2) List names of all DBE and/or SBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE and/or SBE certification for each DBE/SBE subcontractor listed on this form. 4) Attach "Intent to Perform" letter signed by the subcontractor. | | | | | | | | | | | | | |
| LIST BUSINESS FIRM(s) List Name, Address, and Contact Person (if not the same as above) | Phone Number | Email Address | Age of Firm | Item of Work, Service or Materials Supplied | NAICS Code (if known) * | Annual Gross Receipts of Firm | DBE/SBE Participation | | | | | Award Amount | Percentage of Contract Participation |
| | | | | | | | Certified DBE (Y/N) | Certified SBE (Y/N) | Certifying Agency | Type of DBE** | | | |
| A. PRIME Contractor | | | | | | | | | | | | | |
| B. Subcontractor/Vendor/Joint Venture | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | \$0 | 0.00% | |
| * NAICS Code: North American Industry Classification System Code. Codes can be found at http://www.census.gov/naics . | | | | | | | | | | | | | |
| ** Type of DBE: (1) Black Americans (2) Hispanic Americans (3) Native Americans (4) Asian-Pacific Americans (5) Subcontinent Asian Americans (6) Women (7) Other (designated by the Small Business Administration) | | | | | | | | | | | | | |
| - DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at http://dot.ca.gov/ha/bep/ucp.htm for a list of participating agencies. | | | | | | | | | | | | | |
| - SBEs must be certified by the California Department of General Services (http://www.eprocure.dgs.ca.gov/default.htm) | | | | | | | | | | | | | |
| - Important: Attach the proof of certification for each DBE/SBE firm used toward meeting the DBE/SBE goal. | | | | | | | | | | | | | |
| - This information will be used to create and maintain a federally-required Bidders List, regardless of DBE/SBE participation. | | | | | | | | | | | | | |
| - Use additional sheets as necessary. | | | | | | | | | | | | | |

3. GOOD FAITH EFFORTS DOCUMENTATION

I, _____, _____ of
 (name) (title)

_____, certify that our company made the following
 (Bidder/Proposer)

Good Faith Efforts to meet the DBE goal on Marin Transit RFP No. _____

Attach Additional Sheets as Necessary. Include any Additional Efforts

- A company representative attended the pre-bid meeting: YES _____ NO _____

- A newspaper/online advertising log: (Attach copies of advertisements):

| Newspaper/Other Publication | Type of Publication (Minority/General/Trade) | Dates of Advertisement |
|-----------------------------|---|------------------------|
| | | |
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| | | |

- Selected portions of the work to be performed by DBEs

| Work Categories | Subcontractor/ Supplier | Prime Estimated Budget for this Item | Additional Comments |
|-----------------|----------------------------|---|---------------------|
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- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc. (List any specific offers made by your company)

- Solicited the following DBEs (add additional lines if necessary)

| Date Contacted | Name of DBE Firm | Contact Person | Phone # | Work Categories |
|----------------|------------------|----------------|---------|-----------------|
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- Followed up with initial contacts

| Date Contacted | Name of DBE Firm | Bidding/Proposing (Yes or No) | Phone # | Additional Comments |
|----------------|------------------|-------------------------------|---------|---------------------|
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- Contacted the following other agencies or organizations in recruitment of DBEs

| Date | Organization | Phone # |
|------|--------------|---------|
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As shown by the documentation provided to Marin Transit, we feel that we have made good faith efforts to attain the contract DBE goal

Signature: _____ Date: _____

4. SMALL BUSINESS ENTERPRISE AFFIDAVIT OF SIZE

If your business was certified by any of the following, please complete and submit this form with a copy of your certification. For use by Prime Contractors, Subcontractors, Subconsultants, and Suppliers. See Exhibit C, section A1a and b for further information.

- SMBE/SWBE Certification by state other than California, provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SB Certification by the California DGS, provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SBA 8(a) Certification by the Small Business Administration provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SBE/MBE/WBE Certification by any California county or local government-certifying agency or out-of-state government-certifying agency, provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.

I HEREBY DECLARE AND AFFIRM that I am the _____
 (Title) and duly authorized representative of _____ (Name of Firm) whose address is
 _____ and whose
 phone number is _____

I HEREBY DECLARE AND AFFIRM that the firm is a Small Business Enterprise (SBE) in accordance with the Marin County Transit District (Marin Transit) standards as defined in its Diversity Program for Contracts. The firm is certified as of the date that Marin Transit receives the bid/proposal for:

 (RFP/RFQ Name) and I will provide the certification to document this fact with this enclosure.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

 (Date) (Affiant) (Title)

IX. Exhibit C:

SMALL BUSINESS ENTERPRISE ELEMENT (Section 26.39)

Marin Transit has established a Small Business Enterprise element (SBE Program) as one of its race-neutral methods of achieving small business participation, including disadvantaged businesses, on particular contracts with subcontracting opportunities. This SBE element will apply to all federally funded Marin Transit contracts where race-neutral and gender-neutral methods are employed. Marin Transit will take all reasonable steps to eliminate obstacles for SBEs to participate as prime contractors or subcontractors in Marin Transit's procurement activities. The agency's business development program will utilize the networking opportunities, resources and educational programs for DBEs that Marin Transit cosponsors with peer transportation agencies in the Bay Area.

A. Definition of Small Business Enterprise

To participate as an eligible small business in programs administered by Marin Transit, a firm must meet both of the following requirements:

1. A firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that a firm performs. The firm must hold one of the acceptable certifications listed in Section B below.
2. Even if a firm meets the above requirement, the firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed the DBE maximum cap of \$23.98 million (or as adjusted for inflation by the Secretary of U.S. DOT). SBA size standards vary by industry, and for certain industries may be higher than the \$23.98 million cap. Affiliates are defined in SBA regulations 13 CFR Part 121.103. Information on SBA size standards is located at: <https://www.sba.gov/document/support--table-size-standards>

For example, the SBA size standard for a general construction contractor is \$39.5 million. If a general construction contractor's average annual gross receipts over the previous three years is \$25 million, it would be ineligible to participate as a small business for Marin Transit purposes as it exceeds \$23.98 million. This is despite the fact that it meets the SBA size standard.

B. Acceptable Comparable Small Business Enterprise Certifications

Marin Transit is a non-certifying agency and will accept the small business enterprise certifications performed by other agencies, provided that the size standards described in Section A1a and A1b above are met.

If a firm is certified in one or more of the following programs and meets Marin Transit size standards, the firm is automatically deemed a small business for Marin Transit purposes. The term “SBE” will be used collectively for qualified SBEs, WBEs, MBEs, and other approved certifications. As indicated below, Marin Transit may require an affidavit of size for each SBE prime contractor or subcontractor. Certifications from self-certification programs are not acceptable. Firms must be certified as of the time of bid submittal.

1. **Disadvantaged Business Enterprise (DBE) certification** pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the CUCP, by the Unified Certification Program of any other state, and by other DBE-certifying transportation agencies.
2. **State Minority Business Enterprise (SMBE) State Women Business Enterprise (SWBE) certification by the State of California** or by any other state provided that their certification complies with Section A 1 and 2 above. In addition to copies of SMBE/SWBE certifications, bidders certified out-of-state must submit an affidavit of size for each SMBE/SWBE prime contractor or SMBE/SWBE subcontractor at the time of bid submittal.
3. **Small Business (SB) certification by the California Department of General Services (DGS)** provided that their certification complies with Section A 1 and 2 above. In addition to copies of SB certifications, bidders must submit an affidavit of size for each SB prime contractor or subcontractor at the time of bid submittal.
4. **Microbusiness (MB) certification by the California Department of General Services for ALL industries.**
5. **SBA 8(a) by the Small Business Administration provided that their certification complies** with Section A 1 and 2 above. In addition to copies of SBA 8(a) certifications, bidders must submit an affidavit of size for each SBA 8(a) prime contractor or SBA 8(a) subcontractor at the time of bid submittal.
6. **SBE/MBE/WBE certification from other state, county, or local government-certifying agency** provided that their certification complies with Section A 1 and 2 above. In

addition to copies of certifications, bidders must submit an affidavit of size for each certified prime contractor or subcontractor at the time of bid submittal.

C. Race-Neutral SBE Measures

Marin Transit will continue its efforts to enhance small business participation through outreach and other community programs, training and business development programs, restructuring contracting opportunities, simplifying bonding, surety and insurance requirements or other race-neutral means. The District may also strive to unbundle or split large contracts to ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform and/or establish contract-specific SBE goals where appropriate.

D. Determining and Adopting a Contract-Specific SBE Goal

For federally funded contracts, Marin Transit may establish contract-specific goals on particular prime contracts with subcontracting opportunities as a means of increasing small business (including DBE) participation. The General Manager and DBELO will evaluate the availability of subcontracting opportunities on a contract-by-contract basis.

The factors outlined below will be considered to determine whether a contract-specific goal should be established for a particular contract:

1. The full range of activities in the proposed contract;
2. The availability of SBEs as prime contractors or subcontractors in the types of work involved in the performance of the proposed contract. As part of this analysis, staff will consult the U.S. General Services Administration "System for Award Management" (SAM) Registry for information on the availability of SBEs for various types of work at <https://www.sam.gov/SAM/> or the California General Services department supplier search at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>;
3. The unique conditions of the project that might affect the ability of the prime contractor to coordinate, utilize, or incorporate subcontractors or suppliers into the project. (Projects consisting of only one or two sub-trades may not be appropriate for a contract-specific goal due to the fact that establishing a goal could result in restrictive bidding.);
4. The effect that the contract-specific goal might have on the time of completion;
5. Any other relevant criteria.

Where a contract-specific SBE goal is established, the bidder or proposer must meet the contract-specific goal or demonstrate good faith efforts. Submittals that fail to document a bidders' solicitation of SBE participation, or good faith efforts to do so, will not be considered "responsive."

Exhibit C-1 SBE GOAL DECLARATION FORM

SBE GOAL DECLARATION FORM

Prime Contractor

Contract/RFP Name

Select one:

____ The bidder/proposer is a certified SBE in accordance with Marin Transit standards. A copy of our certification is enclosed.

____ The bidder/proposer commits to subcontract at least _____% of its Net Bid Price with one or more certified SBEs for a Commercially Useful Function in the performance of the contract.

Note: Please list SBEs in the Prime Contractor and Subcontractor/ Subconsultant/Supplier Report.

The bidder/proposer hereby submits documentation of a verifiable Good Faith Effort.

Signature

Date

Documents to Be Included with Bids or Proposals with SBE Goal

1. SBE Goal Declaration
2. Prime contractor and subcontractor/ subconsultant/supplier report
3. Copies of SBE Certifications
4. SBE Affidavits (as required; see list of acceptable certifications)
5. Good Faith Efforts Documentation



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Contract with Mark Thomas & Company for On-Call General Engineering Services

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Authorize General Manager to execute agreement #1104 with Mark Thomas & Company for On-Call General Engineering services to support District's capital projects for an amount not to exceed \$1,200,000.

SUMMARY: Staff recommends that your Board approve a contract with Mark Thomas & Company to augment the District's capital project staff. The contractor will provide a broad and diverse range of professional services and expertise to plan, design, develop, implement, and maintain large and small transportation projects.

On December 20, 2021, Marin Transit issued a Request for Proposals (RFP) for On-Call General Engineering Services. Proposals were due February 4, 2022. The requested consultant services include the ability to provide project management, project delivery and controls, and general engineering technical support for a broad range of Marin Transit projects. Initial projects will include design work for the final phase of the District's federally funded bus stop improvement project.

Marin Transit received proposals from two consultant firms. Staff reviewed the proposals based on the criteria specified in the RFP and conducted interviews for both firms on February 17, 2022. The review panel consisted of representatives from Marin Transit and the Transportation Authority of Marin. The panel determined that Mark Thomas & Co. demonstrated a thorough understanding of on-call general engineering service delivery and experience with successful project delivery under similar contracts.

The attached contract is for multidisciplinary, on-call engineering expertise. The contract is for 2 years and 9 months plus 2 option years. If approved by your Board, the base agreement will remain in effect until December 31, 2024.

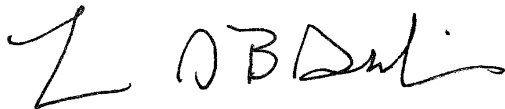
Mark Thomas & Co's proposal included four Disadvantages Business Enterprises (DBE) and four Small Business Enterprises (SBE) with contract participation estimated at \$102,500 (8% of the total contract award).

FISCAL/STAFFING IMPACT:

This is a task order contract. District staff will initiate each task by requesting that the Contractor propose an approach to the specified task. The Contractor's proposal will include the assigned personnel, estimated hours for each, and a total cost. The approved amounts per task order will be consistent with the annual budget approved by your Board. Projects over \$250,000 go through a formal bidding process and will not be included in this contract. Annual spending on this contract average \$200,000 - \$400,000 with a total contract not to exceed of \$1,200,000.

In FY2021/22, Marin Transit intends to initiate task orders to continue design work on the fencing at Rush Landing and for final design of 16 ADA Bus Stop Improvements. Both projects are in the current FY2021/22 budget and funded with a combination of federal grant funding, local Measure AA sales tax funding and the District's capital reserve funding. At the end of both tasks, Marin Transit will have construction plansets to use as contract bid documents. Subsequent task orders may include additional technical support for facility projects and construction management services.

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Programs

Attachment: Professional Services Contract #1104

Contract Log #1104

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Mark Thomas & Company, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: On-Call General Engineering Services; and

WHEREAS, Consultant is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Consultant agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Consultant shall provide District with his/her/its Federal Tax I. D. number prior to submitting the first invoice.

4. TASK ORDER PROCEDURE:

This is a task order contract. Each task order issued hereunder shall be identified by number, issued consecutively by the time of District's approval of the task. All work hereunder will be performed in accordance with the following:

- a. Each task hereunder will be initiated by a request from District for the Consultant to propose an approach to the specified task. Consultant's proposal will include the personnel to be employed, the estimated hours for each, and a firm fixed price. If personnel nominated for a task are outside the categories and hourly rates contained herein, Consultant shall identify the hourly rate and explain the reason for employing such personnel. Each such proposal may be negotiated regarding any matters other than the hourly rates established in the base contract.
- b. The approved amounts per task order will be consistent with the annual budget as approved by the District Board of Directors. Upon acceptance of Consultant's proposal, District shall issue a task order and notice to proceed to Consultant. Consultant shall promptly perform the services included in the task to District's satisfaction.
- c. Payment for each task shall be generally in accordance with the payments Section above. Consultant shall invoice separately for each task; each invoice shall be identified by the contract and task number. Consultant may invoice monthly on the basis specified in the task order for specified deliverables.

As set forth in Exhibit D of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. MAXIMUM COST TO DISTRICT:

In no event, will the cost to District for the services to be provided herein for the based contract term exceed the maximum sum of **\$1,200,000** including direct non-salary expenses. As set forth in Exhibit B of this Contract, all work shall be authorize as task orders and should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

6. TIME OF CONTRACT:

This Contract shall commence on April 4, 2022, and shall terminate on December 31, 2024. The District may award up to two, one-year option years with the rate schedules in Exhibit "B". Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Consultant. The final invoice must be submitted within 30 days of completion of the stated scope of services.

7. INSURANCE:

Commercial General Liability:

The Consultant shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The District shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant, Consultant shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000. 00.

Workers' Compensation:

The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to the District prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Consultant may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. The insurer shall supply District adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Consultant's duty to notify the District immediately upon receipt of the notice of cancellation or non-renewal.

If Consultant does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, District may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

8. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Consultant and/or any subconsultant shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the Marin County Transit District based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any subconsultant understands and agrees that Consultant and/or any subconsultant is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances.

9. SUBCONTRACTING:

The Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior

written approval of the District except for any subcontract work identified herein. If Consultant hires a subconsultant under this Contract, Consultant shall require subconsultant to provide and maintain insurance coverage(s) identical to what is required of Consultant under this Contract and shall require subconsultant to name Consultant and Marin County Transit District as an additional insured under this Contract for general liability. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its subconsultants and shall forward to the District evidence of same.

10. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Consultant and may not be transferred or assigned without the express prior written consent of the District.

11. LICENSING AND PERMITS:

The Consultant shall maintain the appropriate licenses throughout the life of this Contract. Consultant shall also obtain any and all permits which might be required by the work to be performed herein.

12. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Consultant will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Any audit may be conducted on Consultant's premises or, at District's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Consultant shall refund any monies erroneously charged.

13. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONSULTANT:

Any and all final work product resulting from this Contract is commissioned by the Marin County Transit District as a work for hire. The Marin County Transit District shall be considered, for all purposes, the author of the final work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the final work product or otherwise grant others limited rights to use the final work product.

14. APPROPRIATIONS:

The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Transit District Board of Directors, the State of California or other third party. Should the funds not be appropriated District may terminate this Contract with respect to those payments for which such funds are not appropriated. District will give Consultant thirty (30) days' written notice of such termination. All obligations of District to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Transit District Board of Directors, the State of California or other third party, District's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Consultant, District may reduce the Maximum Cost to District identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the District. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

With respect to its operations, other than the performance of Design Professional services, Consultant agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Consultant's negligence, recklessness or willful misconduct in the performance of this Contract.

With respect to its performance of Design Professional services and to the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Consultant shall indemnify, protect, defend and hold free and harmless the DISTRICT, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including, without any limitation whatsoever, personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the CONSULTANT, its directors, officials, officers, employees, consultants, subconsultants, consultants or agents arising out of, connected with, or resulting from the performance of CONSULTANT's services, the PROJECT, or this AGREEMENT. This indemnity excludes CONSULTANT liability as to the active or sole negligence or willful misconduct of the District. Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant except as provided in Civil Code Section 2782.8(a) and (e).

20. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Consultant agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any Federal Transit Administration grant funds, Exhibit D must be attached. Exhibit D provides all Federal Transit Administration Contract Provisions relevant to this Contract.
4. For Contracts involving any State or Federal grant funds, Exhibit E must be attached. Exhibit E shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit E - Debarment Certification

By signing and submitting this Contract, the Consultant is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by District.

- The Consultant shall provide immediate written notice to District if at any time the Consultant learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Consultant certifies that none of its principals, affiliates, agents, representatives or Consultants are excluded, disqualified or ineligible for the award of Contracts by any Federal agency and Consultant further certifies to the best of its knowledge and belief, that it and its principals:
 - re not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180. 800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180. 800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Consultant agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subconsultant will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on District’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract Manager:

Dept. /Location:

Telephone No.:

Notices shall be given to Consultant at the following address:

Consultant:

Address:

Telephone No.:

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONSULTANT’S
INITIALS**

EXHIBIT A.

| | | |
|---|-------------------|--|
| x | Scope of Services | |
|---|-------------------|--|

EXHIBIT B.

| | | |
|---|---|--|
| x | Fees and Payment | |
| | Insurance Reduction/Waiver | |
| x | Federal Transit Administration Contract Provisions | |
| x | Consultant's Debarment Certification | |
| x | Subconsultant's Debarment Certification | |

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

EXHIBIT F.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY

CONSULTANT

MARIN COUNTY TRANSIT DISTRICT:

By: _____

Name: _____

Title: _____

By: _____



COUNTY COUNSEL REVIEW AND APPROVAL *(required if template content has been modified)*

County Counsel: _____ **Date:** _____

EXHIBIT "A"
to Short Form Contract

SCOPE OF SERVICES

Consultant shall provide services as described in accordance with:

1. Request for Proposal for On-Call General Engineering Services dated December 20, 2021
2. Addendum 1 dated January 18, 2022
3. Mark Thomas & Company response to Request for Proposal dated February 4, 2022

The GES Consultant will primarily be used on smaller projects (< \$100,000) and to supplement District staff skillsets for ongoing maintenance and improvements of assets (facilities and bus stops). Larger projects will be competitively procured outside of this contract.

The Consultant shall provide qualified personnel to perform general engineering and contract administration. Each person in responsible charge of engineering is to be licensed in the discipline appropriate for that person's scope of responsibility and anticipated tasks. Persons in responsible charge of non-engineering disciplines that require licensing in the State of California are to be licensed appropriately.

Services that may be requested of a selected GES consultant shall include any and all engineering and associated services required for the successful operation of Marin Transit. Those identified within this scope should not be considered an exhaustive list of such services. The Consultant shall be prepared to address other aspects of project development, engineering, and delivery covering a broad and diverse range of transit planning studies and capital projects.

Requested services may also encompass the various services necessary to produce complete conceptual plans, typical specifications, and estimate documents required for Marin Transit projects. Team members may be asked to prepare detailed design and construction plans, as well as oversee other consultant firms' design activities. The Consultant should also be prepared, either in-house or through a sub-consultant, to produce contract documents including specifications, agreements and related documents, support construction oversight, including inspection, testing, record keeping, and implementation of change orders, for work performed by construction contractors.

The Consultant shall organize and structure a cohesive team capable of performing together to deliver quality services that meet or exceed safety requirements, industry standards, technical and performance requirements and best practices. Where designated, key personnel shall be licensed professional engineers registered in California once the contract is executed.

The selected Consultant may be requested to provide expertise including but not limited to the following technical disciplines:

1. Design & analysis (civil, structural, , mechanical, electrical, transportation)
2. Engineering reports and studies (e.g., infrastructure assessment)
3. Geotechnical analysis & evaluation
4. Surveying and mapping
5. Site and drainage planning

6. Civil/site improvement design (e.g., pavement rehab, storm drains)
7. Environmental studies, compliance and permitting
8. Materials & testing services
9. Equipment analysis/design (e.g., bus washer)
10. Architecture/space planning
11. Landscape architecture
12. Constructability & biddability reviews/Bidding and contractor selection
13. Cost estimating
14. Cost and schedule controls
15. Quality assurance & control

The deliverables under this contract will be specified in detail as each task order is issued and authorized.

Typical Tasks

Typical tasks that may be required of the consultant include:

- Preparation and delivery of feasibility/cost studies
- Preparation of conceptual engineering and project study reports
- Preparation of plans, specifications and cost estimates (PS&E)
- Project controls, including cost estimate preparation and review, and schedule preparation and review
- Provision of facilities engineering & consultation services
- Construction management support services
- Review of consultant submittals
- Evaluation of consultant's claims and dispute resolution assistance

General Administration

The consultant will also perform the following general project administrative duties:

- a) Prepare a monthly summary including the budget for each task, any re-allocated budget amounts, the prior billing amount, the current billing, total billed to date, and a total percent billed to date. Include an estimate of budget needed to complete the task as compared to the original/modified budget, funding and percent of scope completed to track project effectiveness. Narratives will contain a brief analysis of budget-to-actual expenditure variances, highlighting any items of potential concern for Marin Transit consideration before an item becomes a funding issue.
- b) Provide a monthly summary table in a District approved format indicating the amount of Disadvantaged Business Enterprise (DBE) firm participation based upon current billing and total billed to date. The actual invoiced to-date and paid to-date figures are to be compared to the original budget to track DBE performance.
- c) Provide a monthly invoice in a District approved format that presents charges by task, by staff members at agreed-upon hourly rates, with summary expense charges and sub-consultant charges. Detailed support documentation for all direct expenses and sub-consultant charges will be attached.

Projects

Projects will be authorized through a task order process. The primary project areas are:

- Bus Stop Improvements (siting, operations, amenities, access);
- Bus Transfer Location Improvements;
- Operations and Maintenance Facility Feasibility Studies and Purchase Support; and
- General Engineering Support.

Upcoming project may include:

ADA Bus Stop Improvements – Consultant will provide engineering support and design services for federally funded bus stop improvements. This project is focused on improving bus stop amenities and access and has a total budget of \$1,764,115 including engineering and construction. Depending on the District’s needs, the Consultant would manage all project aspects including project development, design, contractor selection, and construction oversight. The Consultant may be asked to:

- a. Review existing materials to select and prioritize improvements;
- b. Conduct field reviews to assess bus stops for ADA compliance, and develop improvements that meet design guidelines and design improvements that are ADA compliant;
- c. Design installation plans for new shelters and benches;
- d. Work with local jurisdictions and adjacent property owners to design improvements, research and address ROW issues, and obtain project approvals;
- e. Develop and issue construction bid documents; and
- f. Provide construction management services.

Operations and Maintenance Facility Feasibility and Purchase Support – Marin Transit is searching for land to consolidate vehicle maintenance activity into one location. This will improve efficiencies and reduce ongoing operational costs. As Marin Transit searches for and secures land for a facility, the Consultant would aid in initial feasibility studies of sites as well as supporting acquisition of ROW including,

- a. Feasibility Analysis
- b. Development of conceptual parking and facility layouts
- c. Preliminary Cost Estimates
- d. CEQA initial study checklists
- e. NEPA Categorical exclusion worksheets
- f. Other tasks related to purchasing due diligence including but not limited to ALTA surveys and Phase 1 Environmental Reports

Final design of any facility would be bid out as a separate contract.

Smaller or future projects are anticipated to include:

- Establishing New Bus Stops
- Electric Bus/Vehicle Charging Stations

- On Going Bus Stop Improvements
- Property Acquisition Support
- Bus Parking Layouts
- Traffic Analysis
- Revision of Marin Transit's Bus Stop Guidelines
- Assisting the District in reviewing City/County Plans that impact bus stops or transit operations

EXHIBIT "B"
to Short Form Contract

FEES AND PAYMENT SCHEDULE

DISTRICT shall pay CONSULTANT as follows:

- (1) TASK ORDER. DISTRICT shall pay CONSULTANT in accordance to hourly billing rates in the included schedule for authorized task orders. Task orders and task budget shall be developed based on discussions between the District and the Consultant.
- (2) GENERAL ADMINISTRATIVE COST FOR SUBCONSULTANTS. The District shall pay CONSULTANT 5% mark up on subconsultant expenses to cover GA costs related to invoicing and other administrative tasks.
- (3) MILEAGE. DISTRICT shall not pay CONSULTANT for travel by private, leased or hired vehicles as required by this Contract.
- (4) TRAVEL COSTS. DISTRICT shall not pay CONSULTANT for meals, lodging, or other travel costs not included in this Contract.
- (5) AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONSULTANT by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (6) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is \$_____. The maximum amount payable to Consultant under this Contract for this period shall not exceed \$_____.
- (7) INVOICES. One invoices shall be remitted monthly to AP@maintransit.org and to Marin Transit's contract manager. Invoice should include billing by task order and labor category. Invoices must include sufficient detail and back up information for sub consultant payments.

ATTACHMENT F: HOURLY RATE SCHEDULE

| RATE SCHEDULE 2022,2023,2024, Option Years 2025 & 2026 | | | | | | | | |
|--|-----------------------------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|-----------------------|
| Technical Area (i.e. structural, traffic, environmental) | Name and Title | Firm | Rate per Hour | | | | | GA Mark UP (5%) |
| | | | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Key Personnel | | | | | | | | |
| Transportation (Civil/Structural) | Shawn O'Keefe, Principal | Mark Thomas | \$295.00 | \$310.00 | \$326.00 | \$342.00 | \$359.00 | N |
| Construction Management | John Collins, CM Division Manager | Mark Thomas | \$273.00 | \$287.00 | \$301.00 | \$316.00 | \$332.00 | N |
| Transportation (Civil/Structural) | Alex Lee, Project Manager | Mark Thomas | \$241.00 | \$253.00 | \$266.00 | \$279.00 | \$293.00 | N |
| Transportation (Civil/Structural) | Danielle Sanchez, Project Manager | Mark Thomas | \$225.00 | \$236.00 | \$248.00 | \$260.00 | \$273.00 | N |
| Transportation (Civil/Structural) | Daniel Blomquist, Project Manager | Mark Thomas | \$212.00 | \$223.00 | \$234.00 | \$246.00 | \$258.00 | N |
| Architectural Engineering | Jason Silva, Principal in Charge | Dreyfuss + Blackford Architects | \$280.00 | \$290.00 | \$300.00 | \$310.00 | \$320.00 | Y |
| Construction Management | Bryan Pennino, President | PMG | \$233.00 | \$245.00 | \$258.00 | \$271.00 | \$285.00 | Y |
| Other Proposed Staff Members (including subconsultants) | | | | | | | | |
| Transportation (Civil/Structural) | Intern | Mark Thomas | \$52 - \$90 | \$55 - \$95 | \$57 - \$99 | \$60 - \$104 | \$63 - \$109 | N |
| Transportation (Civil/Structural) | Planner I | Mark Thomas | \$85 - \$115 | \$89 - \$121 | \$94 - \$127 | \$98 - \$133 | \$103 - \$140 | N |
| Transportation (Civil/Structural) | Technician | Mark Thomas | \$72 - \$137 | \$76 - \$144 | \$79 - \$151 | \$83 - \$159 | \$88 - \$167 | N |
| Transportation (Civil/Structural) | Design Engineer I | Mark Thomas | \$101 - \$144 | \$106 - \$151 | \$111 - \$159 | \$117 - \$167 | \$123 - \$175 | N |
| Transportation (Civil/Structural) | Planner II | Mark Thomas | \$111 - \$137 | \$117 - \$144 | \$122 - \$151 | \$128 - \$159 | \$135 - \$167 | N |
| Transportation (Civil/Structural) | Sr. Technician | Mark Thomas | \$124 - \$180 | \$130 - \$189 | \$137 - \$198 | \$144 - \$208 | \$151 - \$219 | N |
| Transportation (Civil/Structural) | Design Engineer II | Mark Thomas | \$131 - \$169 | \$138 - \$177 | \$144 - \$186 | \$152 - \$196 | \$159 - \$205 | N |
| Transportation (Civil/Structural) | Project Engineer | Mark Thomas | \$154 - \$191 | \$162 - \$201 | \$170 - \$211 | \$178 - \$221 | \$187 - \$232 | N |
| Transportation (Civil/Structural) | Sr. Project Engineer | Mark Thomas | \$167 - \$227 | \$175 - \$238 | \$184 - \$250 | \$193 - \$263 | \$203 - \$276 | N |
| Transportation (Civil/Structural) | Sr. Technical Engineer | Mark Thomas | \$167 - \$227 | \$175 - \$238 | \$184 - \$250 | \$193 - \$263 | \$203 - \$276 | N |
| Transportation (Civil/Structural) | Project Manager | Mark Thomas | \$200 - \$256 | \$210 - \$269 | \$221 - \$282 | \$232 - \$296 | \$243 - \$311 | N |
| Transportation (Civil/Structural) | Technical Lead | Mark Thomas | \$200 - \$256 | \$210 - \$269 | \$221 - \$282 | \$232 - \$296 | \$243 - \$311 | N |
| Transportation (Civil/Structural) | Sr. Project Manager | Mark Thomas | \$232 - \$328 | \$244 - \$344 | \$256 - \$362 | \$269 - \$380 | \$282 - \$399 | N |
| Transportation (Civil/Structural) | Sr. Technical Lead | Mark Thomas | \$222 - \$328 | \$233 - \$344 | \$245 - \$362 | \$257 - \$380 | \$270 - \$399 | N |
| Transportation (Civil/Structural) | Engineering Manager | Mark Thomas | \$294 - \$378 | \$309 - \$397 | \$324 - \$417 | \$340 - \$438 | \$357 - \$459 | N |
| Transportation (Civil/Structural) | Practice Area Leader | Mark Thomas | \$294 - \$378 | \$309 - \$397 | \$324 - \$417 | \$340 - \$438 | \$357 - \$459 | N |
| Transportation (Civil/Structural) | Sr. Engineering Manager | Mark Thomas | \$327 - \$450 | \$343 - \$473 | \$361 - \$496 | \$379 - \$521 | \$397 - \$547 | N |
| Transportation (Civil/Structural) | Principal | Mark Thomas | \$365 - \$400 | \$383 - \$420 | \$402 - \$441 | \$423 - \$463 | \$444 - \$486 | N |
| Construction Management | Office Technician | Mark Thomas | \$65 - \$108 | \$68 - \$113 | \$72 - \$119 | \$75 - \$125 | \$79 - \$131 | N |
| Construction Management | Office Engineer | Mark Thomas | \$115 - \$216 | \$121 - \$227 | \$127 - \$238 | \$133 - \$250 | \$140 - \$263 | N |
| Construction Management | Asst. Resident Engineer | Mark Thomas | \$164 - \$297 | \$172 - \$312 | \$181 - \$327 | \$190 - \$344 | \$199 - \$361 | N |
| Construction Management | Inspector - CM | Mark Thomas | \$164 - \$297 | \$172 - \$312 | \$181 - \$327 | \$190 - \$344 | \$199 - \$361 | N |

| Technical Area (i.e. structural, traffic, environmental) | Name and Title | Firm | Rate per Hour | | | | | GA Mark UP (5%) |
|--|------------------------------|-------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| | | | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Construction Management | RE/Structural Representative | Mark Thomas | \$213 - \$360 | \$224 - \$378 | \$235 - \$397 | \$247 - \$417 | \$259 - \$438 | N |
| Construction Management | Project Manager - CM | Mark Thomas | \$213 - \$324 | \$224 - \$340 | \$235 - \$357 | \$247 - \$375 | \$259 - \$394 | N |
| Construction Management | Sr. Project Manager - CM | Mark Thomas | \$229 - \$360 | \$240 - \$378 | \$252 - \$397 | \$265 - \$417 | \$278 - \$438 | N |
| Construction Management | Area Manager - CM | Mark Thomas | \$285 - \$325 | \$299 - \$341 | \$314 - \$358 | \$330 - \$376 | \$346 - \$395 | N |
| Construction Management | Division Manager - CM | Mark Thomas | \$285 - \$325 | \$299 - \$341 | \$314 - \$358 | \$330 - \$376 | \$346 - \$395 | N |
| Grant Writing | Funding Specialist | Mark Thomas | \$150 - \$225 | \$158 - \$236 | \$166 - \$248 | \$174 - \$260 | \$182 - \$273 | N |
| Grant Writing | Sr. Funding Specialist | Mark Thomas | \$225 - \$300 | \$236 - \$315 | \$348 - \$331 | \$260 - \$347 | \$273 - \$365 | N |
| Survey | Survey Intern | Mark Thomas | \$65 - \$112 | \$68 - \$118 | \$72 - \$123 | \$75 - \$130 | \$79 - \$136 | N |
| Survey | Survey Technician | Mark Thomas | \$85 - \$151 | \$89 - \$159 | \$94 - \$166 | \$98 - \$175 | \$103 - \$184 | N |
| Survey | Sr. Survey Technician | Mark Thomas | \$98 - \$186 | \$103 - \$195 | \$108 - \$205 | \$113 - \$215 | \$119 - \$226 | N |
| Survey | Surveyor | Mark Thomas | \$118 - \$171 | \$124 - \$180 | \$130 - \$189 | \$137 - \$198 | \$143 - \$208 | N |
| Survey | Sr. Surveyor | Mark Thomas | \$134 - \$198 | \$141 - \$208 | \$148 - \$218 | \$155 - \$229 | \$163 - \$241 | N |
| Survey | Lead Survey Technician | Mark Thomas | \$131 - \$218 | \$138 - \$229 | \$144 - \$240 | \$152 - \$252 | \$159 - \$265 | N |
| Survey | Project Surveyor | Mark Thomas | \$164 - \$216 | \$172 - \$227 | \$181 - \$238 | \$190 - \$250 | \$199 - \$263 | N |
| Survey | Sr. Project Surveyor | Mark Thomas | \$180 - \$238 | \$189 - \$250 | \$198 - \$262 | \$208 - \$276 | \$219 - \$289 | N |
| Survey | Survey Manager | Mark Thomas | \$191 - \$263 | \$201 - \$276 | \$211 - \$290 | \$221 - \$304 | \$232 - \$320 | N |
| Survey | Sr. Survey Manager | Mark Thomas | \$238 - \$311 | \$250 - \$327 | \$262 - \$343 | \$276 - \$360 | \$289 - \$378 | N |
| Survey | Survey Division Manager | Mark Thomas | \$284 - \$396 | \$298 - \$416 | \$313 - \$437 | \$329 - \$458 | \$345 - \$481 | N |
| Survey | Single Chief | Mark Thomas | \$157 - \$216 | \$165 - \$227 | \$173 - \$238 | \$182 - \$250 | \$191 - \$263 | N |
| Survey | Single Instrumentman | Mark Thomas | \$150 - \$191 | \$158 - \$201 | \$165 - \$211 | \$174 - \$221 | \$182 - \$232 | N |
| Survey | Single Chainman | Mark Thomas | \$132 - \$187 | \$139 - \$196 | \$146 - \$206 | \$153 - \$216 | \$160 - \$227 | N |
| Survey | Apprentice | Mark Thomas | \$71 - \$176 | \$75 - \$185 | \$78 - \$194 | \$82 - \$204 | \$86 - \$214 | N |
| Survey | 1 Person Field Crew | Mark Thomas | \$157 - \$216 | \$165 - \$227 | \$173 - \$238 | \$182 - \$250 | \$191 - \$263 | N |
| Survey | 2 Person Field Crew | Mark Thomas | \$290 - \$403 | \$305 - \$423 | \$320 - \$444 | \$336 - \$467 | \$352 - \$490 | N |
| Survey | 3 Person Field Crew | Mark Thomas | \$361 - \$580 | \$379 - \$609 | \$398 - \$639 | \$418 - \$671 | \$439 - \$705 | N |
| Project Support/Coordination | Project Assistant | Mark Thomas | \$72 - \$108 | \$76 - \$113 | \$79 - \$119 | \$83 - \$125 | \$88 - \$131 | N |
| Project Support/Coordination | Technical Writer | Mark Thomas | \$69 - \$115 | \$72 - \$121 | \$76 - \$127 | \$80 - \$133 | \$84 - \$140 | N |
| Project Support/Coordination | Sr. Project Assistant | Mark Thomas | \$101 - \$137 | \$106 - \$144 | \$111 - \$151 | \$117 - \$159 | \$123 - \$167 | N |
| Project Support/Coordination | Project Coordinator | Mark Thomas | \$98 - \$144 | \$103 - \$151 | \$108 - \$159 | \$113 - \$167 | \$119 - \$175 | N |
| Project Support/Coordination | Graphic Designer | Mark Thomas | \$105 - \$162 | \$110 - \$170 | \$116 - \$179 | \$122 - \$188 | \$128 - \$197 | N |
| Project Support/Coordination | Sr. Technical Writer | Mark Thomas | \$105 - \$176 | \$110 - \$185 | \$116 - \$194 | \$122 - \$204 | \$128 - \$214 | N |
| Project Support/Coordination | Project Accountant | Mark Thomas | \$105 - \$162 | \$110 - \$170 | \$116 - \$179 | \$122 - \$188 | \$128 - \$197 | N |
| Project Support/Coordination | Sr. Project Coordinator | Mark Thomas | \$131 - \$173 | \$138 - \$182 | \$144 - \$191 | \$152 - \$200 | \$159 - \$210 | N |
| Project Support/Coordination | Sr. Graphic Designer | Mark Thomas | \$118 - \$198 | \$124 - \$208 | \$130 - \$218 | \$137 - \$229 | \$143 - \$241 | N |
| Project Support/Coordination | Sr. Project Accountant | Mark Thomas | \$164 - \$223 | \$172 - \$234 | \$181 - \$246 | \$190 - \$258 | \$199 - \$271 | N |
| Project Support/Coordination | Sr. Graphic Manager | Mark Thomas | \$147 - \$216 | \$154 - \$227 | \$162 - \$238 | \$170 - \$250 | \$179 - \$263 | N |
| Architecture | Landscape Intern | Mark Thomas | \$49 - \$90 | \$51 - \$95 | \$54 - \$99 | \$57 - \$104 | \$60 - \$109 | N |
| Architecture | Landscape Designer I | Mark Thomas | \$85 - \$115 | \$89 - \$121 | \$94 - \$127 | \$98 - \$133 | \$103 - \$140 | N |
| Architecture | Landscape Designer II | Mark Thomas | \$111 - \$137 | \$117 - \$144 | \$122 - \$151 | \$128 - \$159 | \$135 - \$167 | N |

| Technical Area (i.e. structural, traffic, environmental) | Name and Title | Firm | Rate per Hour | | | | | GA Mark UP (5%) |
|--|---------------------------------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| | | | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Architecture | Landscape Architect | Mark Thomas | \$115 - \$198 | \$121 - \$208 | \$127 - \$218 | \$133 - \$229 | \$140 - \$241 | N |
| Architecture | LAUD Project Manager | Mark Thomas | \$193 - \$248 | \$203 - \$260 | \$213 - \$273 | \$223 - \$287 | \$235 - \$301 | N |
| Architecture | Sr. LAUD Project Manager | Mark Thomas | \$229 - \$281 | \$240 - \$295 | \$252 - \$310 | \$265 - \$325 | \$278 - \$342 | N |
| Architecture | LAUD Division Manager | Mark Thomas | \$255 - \$284 | \$268 - \$298 | \$281 - \$313 | \$295 - \$329 | \$310 - \$345 | N |
| Architecture | Sr. LAUD Division Manager | Mark Thomas | \$268 - \$317 | \$281 - \$333 | \$295 - \$349 | \$310 - \$367 | \$326 - \$385 | N |
| Traffic & Electrical Engineering | Chi-Hsin Shao, Principal | CHS Consulting | \$424.92 | \$437.67 | \$450.80 | \$464.32 | \$478.25 | Y |
| Traffic & Electrical Engineering | Planner | CHS Consulting | \$257.06 | \$264.77 | \$272.71 | \$280.90 | \$289.32 | Y |
| Traffic & Electrical Engineering | Gary Hsueh, Principal Trans. Planner | CHS Consulting | \$248.49 | \$255.94 | \$263.62 | \$271.53 | \$279.68 | Y |
| Traffic & Electrical Engineering | Magnus Barber, Sr. Trans. Planner | CHS Consulting | \$227.24 | \$234.06 | \$241.08 | \$248.31 | \$255.76 | Y |
| Traffic & Electrical Engineering | Siqing Yi, Associate Trans. Planner | CHS Consulting | \$147.51 | \$151.94 | \$156.49 | \$161.19 | \$166.02 | Y |
| Traffic & Electrical Engineering | Ben Miller, Associate Trans. Planner | CHS Consulting | \$140.69 | \$144.91 | \$149.26 | \$153.74 | \$158.35 | Y |
| Traffic & Electrical Engineering | Charles Felder, Associate Trans. | CHS Consulting | \$146.30 | \$150.69 | \$155.21 | \$159.87 | \$164.66 | Y |
| Traffic & Electrical Engineering | Michael Koenig, Technical Editor | CHS Consulting | \$159.38 | \$164.16 | \$169.09 | \$174.16 | \$179.38 | Y |
| Traffic & Electrical Engineering | Savannah Everett, Graphic Designer | CHS Consulting | \$148.70 | \$153.16 | \$157.76 | \$162.49 | \$167.36 | Y |
| Traffic & Electrical Engineering | Millicent Williams, Administrator | CHS Consulting | \$127.09 | \$130.90 | \$134.83 | \$138.87 | \$143.04 | Y |
| Traffic & Electrical Engineering | Engineer | CHS Consulting | \$231.36 | \$238.30 | \$245.45 | \$252.81 | \$260.40 | Y |
| Traffic & Electrical Engineering | Migi Lee, Sr. Transit Planner | CHS Consulting | \$205.65 | \$211.82 | \$218.17 | \$224.72 | \$231.46 | Y |
| Traffic & Electrical Engineering | Xuqi (Frank) Feng, Associate Engineer | CHS Consulting | \$132.96 | \$136.95 | \$141.06 | \$145.29 | \$149.65 | Y |
| Environmental | Brianna Bohonok, Principal | Circlepoint | \$245.53 | \$257.81 | \$270.70 | \$284.23 | \$298.44 | Y |
| Environmental | Laura Prickett, Sr. Project Manager | Circlepoint | \$205.16 | \$215.42 | \$226.19 | \$237.50 | \$249.38 | Y |
| Geotechnical | Project Manager (TBD) | Crawford & Associates | \$172.72 | \$177.90 | \$183.23 | \$188.73 | \$194.39 | Y |
| Environmental | Senior Geologist (TBD) | Crawford & Associates | \$166.33 | \$171.32 | \$176.46 | \$181.75 | \$187.21 | Y |
| Geotechnical | Senior Engineer (TBD) | Crawford & Associates | \$166.33 | \$171.32 | \$176.46 | \$181.75 | \$187.21 | Y |
| Geotechnical | Project Engineer II (TBD) | Crawford & Associates | \$140.80 | \$145.02 | \$149.38 | \$153.86 | \$158.48 | Y |
| Geotechnical | Project Engineer I (TBD) | Crawford & Associates | \$129.63 | \$133.51 | \$137.52 | \$141.65 | \$145.89 | Y |
| Geotechnical | Staff Engineer (TBD) | Crawford & Associates | \$110.85 | \$114.18 | \$117.60 | \$121.13 | \$124.76 | Y |
| Geotechnical | Administrative Assistant (TBD) | Crawford & Associates | \$90.29 | \$93.00 | \$95.79 | \$98.66 | \$101.62 | Y |
| Environmental | Field Technician, PW (TBD) | Crawford & Associates | \$145.27 | \$149.63 | \$154.12 | \$158.74 | \$163.51 | Y |
| Environmental | Concrete Technician, PW (TBD) | Crawford & Associates | \$134.54 | \$138.58 | \$142.74 | \$147.02 | \$151.43 | Y |
| Environmental | Laborer Technician, PW (TBD) | Crawford & Associates | \$115.32 | \$118.78 | \$122.35 | \$126.02 | \$129.80 | Y |
| Geotechnical | Benjamin Crawford, Principal | Crawford & Associates | \$241.69 | \$248.94 | \$256.41 | \$264.10 | \$272.03 | Y |
| Geotechnical | Manager | Crawford & Associates | \$244.38 | \$251.71 | \$259.26 | \$267.04 | \$275.05 | Y |
| Geotechnical | Eric Nichols, Senior Project Manager | Crawford & Associates | \$203.15 | \$209.24 | \$215.52 | \$221.99 | \$228.65 | Y |
| Geotechnical | Johnathan Wright, Project Manager | Crawford & Associates | \$189.09 | \$194.77 | \$200.61 | \$206.63 | \$212.83 | Y |
| Geotechnical | Shawn Leyva, Project Manager | Crawford & Associates | \$173.36 | \$178.56 | \$183.92 | \$189.44 | \$195.12 | Y |
| Architectural | Kenneth Lin, Architect | Dreyfuss + Blackford Architects | \$180.00 | \$190.00 | \$200.00 | \$210.00 | \$220.00 | Y |
| Architectural | Ricardo Zamora, Designer | Dreyfuss + Blackford Architects | \$125.00 | \$135.00 | \$145.00 | \$150.00 | \$155.00 | Y |
| Traffic Engineering | Geoff Rubendall, Senior Associate | Fehr & Peers | \$255.00 | \$270.00 | \$285.00 | \$300.00 | \$315.00 | Y |

| Technical Area (i.e. structural, traffic, environmental) | Name and Title | Firm | Rate per Hour | | | | | GA Mark UP (5%) |
|--|-------------------------------------|----------------------------|---------------|----------|----------|----------|----------|-----------------|
| | | | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Traffic Engineering | Zoey Zhang, Engineer | Fehr & Peers | \$150.00 | \$160.00 | \$170.00 | \$180.00 | \$190.00 | Y |
| Traffic Engineering | Ellen Geyer, CAD Technician | Fehr & Peers | \$145.00 | \$150.00 | \$155.00 | \$160.00 | \$165.00 | Y |
| Aerial Mapping | Sandra Williamson/P.M. | Geocadd Inc | \$135.00 | \$139.00 | \$143.00 | \$147.29 | \$151.71 | Y |
| Aerial Mapping | Brian Longuefosse/Photogrammetrist | Geocadd Inc | \$90.00 | \$92.70 | \$95.48 | \$98.34 | \$101.29 | Y |
| Aerial Mapping | John Williamson/CADD | Geocadd Inc | \$90.00 | \$92.70 | \$95.48 | \$98.34 | \$101.29 | Y |
| Mechanical Engineering | Ryan Sprangers, Project Executive | IMEG | \$250.00 | \$255.00 | \$260.00 | \$265.00 | \$270.00 | Y |
| Electrical Engineering | Engineer | IMEG | \$145.00 | \$150.00 | \$155.00 | \$160.00 | \$165.00 | Y |
| Technology Services | Design Engineer II | IMEG | \$180.00 | \$185.00 | \$190.00 | \$195.00 | \$200.00 | Y |
| Electrical Engineering | Principal Engineer | M. Neils Engineering, Inc. | \$250.00 | \$260.00 | \$270.00 | \$280.00 | \$290.00 | Y |
| Electrical Engineering | Senior Project Manager | M. Neils Engineering, Inc. | \$220.00 | \$230.00 | \$240.00 | \$250.00 | \$260.00 | Y |
| Electrical Engineering | Project Manager | M. Neils Engineering, Inc. | \$200.00 | \$210.00 | \$220.00 | \$230.00 | \$240.00 | Y |
| Electrical Engineering | Senior Engineer | M. Neils Engineering, Inc. | \$200.00 | \$210.00 | \$220.00 | \$230.00 | \$240.00 | Y |
| Electrical Engineering | Engineer | M. Neils Engineering, Inc. | \$185.00 | \$195.00 | \$200.00 | \$210.00 | \$220.00 | Y |
| Electrical Engineering | Senior Designer | M. Neils Engineering, Inc. | \$185.00 | \$195.00 | \$200.00 | \$210.00 | \$220.00 | Y |
| Electrical Engineering | Designer | M. Neils Engineering, Inc. | \$160.00 | \$167.00 | \$173.00 | \$180.00 | \$187.00 | Y |
| Electrical Engineering | Assistant Engineer | M. Neils Engineering, Inc. | \$150.00 | \$155.00 | \$160.00 | \$165.00 | \$170.00 | Y |
| Electrical Engineering | Engineering Technician | M. Neils Engineering, Inc. | \$140.00 | \$145.00 | \$150.00 | \$155.00 | \$160.00 | Y |
| Electrical Engineering | Senior Drafter | M. Neils Engineering, Inc. | \$140.00 | \$145.00 | \$150.00 | \$155.00 | \$160.00 | Y |
| Electrical Engineering | Drafter | M. Neils Engineering, Inc. | \$130.00 | \$137.00 | \$142.00 | \$149.00 | \$156.00 | Y |
| Electrical Engineering | Assistant Drafter | M. Neils Engineering, Inc. | \$120.00 | \$128.00 | \$133.00 | \$140.00 | \$147.00 | Y |
| Electrical Engineering | Clerical | M. Neils Engineering, Inc. | \$110.00 | \$117.00 | \$121.00 | \$127.00 | \$133.00 | Y |
| Right-of-Way | Senior Project Manager | Monument | \$175.00 | \$180.25 | \$185.66 | \$191.23 | \$196.96 | Y |
| Right-of-Way | Senior Utility Project Manager | Monument | \$175.00 | \$180.25 | \$185.66 | \$191.23 | \$196.96 | Y |
| Right-of-Way | Project Manager | Monument | \$150.00 | \$154.50 | \$159.14 | \$163.91 | \$168.83 | Y |
| Right-of-Way | Utility Coordinator | Monument | \$105.00 | \$108.15 | \$111.39 | \$114.74 | \$118.18 | Y |
| Right-of-Way | Relocation Agent/Senior Analyst | Monument | \$125.00 | \$128.75 | \$132.61 | \$136.59 | \$140.69 | Y |
| Right-of-Way | Agent/Analyst | Monument | \$105.00 | \$108.15 | \$111.39 | \$114.74 | \$118.18 | Y |
| Right-of-Way | Project Analyst | Monument | \$90.00 | \$92.70 | \$95.48 | \$98.35 | \$101.30 | Y |
| Right-of-Way | Professional Staff | Monument | \$80.00 | \$82.40 | \$84.87 | \$87.42 | \$90.04 | Y |
| Right-of-Way | Project Support Specialist | Monument | \$70.00 | \$72.10 | \$74.26 | \$76.49 | \$78.79 | Y |
| Right-of-Way | Administrative Assistant | Monument | \$50.00 | \$51.50 | \$53.05 | \$54.64 | \$56.28 | Y |
| Right-of-Way | Bob Morrison, Right-of-Way Manager | Monument | \$250.00 | \$257.50 | \$265.23 | \$273.18 | \$281.38 | Y |
| Right-of-Way | Jeremy Nied, Acquisition Manager | Monument | \$150.00 | \$154.50 | \$159.14 | \$163.91 | \$168.83 | Y |
| Geotechnical Engineering | Project Manager | PARIKH | \$223.30 | \$229.99 | \$236.89 | \$244.00 | \$251.32 | Y |
| Geotechnical Engineering | Frank Wang, Senior Project Engineer | PARIKH | \$206.23 | \$212.42 | \$218.79 | \$225.35 | \$232.11 | Y |
| Traffic / Multimodal | David Parisi, PE, TE | Parisi | \$290.00 | \$298.00 | \$307.00 | \$315.00 | \$323.00 | Y |
| Traffic / Multimodal | Andrew Lee, PE, TE | Parisi | \$210.00 | \$216.00 | \$222.00 | \$228.00 | \$234.00 | Y |
| Traffic / Multimodal | Andres Gonzalez, EIT | Parisi | \$145.00 | \$149.00 | \$153.00 | \$157.00 | \$161.00 | Y |

| Technical Area (i.e. structural, traffic, environmental) | Name and Title | Firm | Rate per Hour | | | | | GA Mark UP (5%) |
|--|---|------------------|---------------|----------|----------|----------|----------|-----------------|
| | | | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Traffic / Multimodal | Maclean Grosel, EIT | Parisi | \$135.00 | \$139.00 | \$143.00 | \$147.00 | \$151.00 | Y |
| Construction Management | Manager | PMG | \$209.00 | \$220.00 | \$231.00 | \$243.00 | \$255.00 | Y |
| Construction Management | Kristin MacDonald, Project Engineer | PMG | \$123.00 | \$130.00 | \$137.00 | \$144.00 | \$151.00 | Y |
| Structural Engineering | Engineer | STV Incorporated | \$176.23 | \$194.09 | \$201.86 | \$209.93 | \$218.33 | Y |
| Architectural Engineering | Designer | STV Incorporated | \$148.81 | \$163.89 | \$170.46 | \$177.28 | \$184.37 | Y |
| Electrical Engineering | Michael Broe, Charging Infrastructure | STV Incorporated | \$229.48 | \$252.74 | \$262.86 | \$273.37 | \$284.31 | Y |
| Electrical Engineering | Engineer | STV Incorporated | \$241.70 | \$266.22 | \$276.88 | \$287.96 | \$299.47 | Y |
| Civil Engineering | Jason Davidson, Civil Engineer | STV Incorporated | \$181.26 | \$199.63 | \$207.62 | \$215.92 | \$224.56 | Y |
| Structural Engineering | David Estrada, Structural BIM/CADD | STV Incorporated | \$90.63 | \$99.83 | \$103.81 | \$107.96 | \$112.28 | Y |
| Electrical Engineering | Infrastructure Engineer | STV Incorporated | \$371.71 | \$409.40 | \$425.79 | \$442.82 | \$460.53 | Y |
| Architectural Engineering | Ai Ito, Interior Designer | STV Incorporated | \$97.11 | \$106.96 | \$111.24 | \$115.69 | \$120.32 | Y |
| Industrial Engineering | Jonathan Johnson, Sr. Industrial Engineer | STV Incorporated | \$199.35 | \$219.57 | \$228.34 | \$237.47 | \$246.97 | Y |
| Electrical Engineering | Vehicle Specialist | STV Incorporated | \$285.13 | \$314.04 | \$326.61 | \$339.67 | \$353.26 | Y |
| Quality Control | Gautam Khaitan, Quality Manager | STV Incorporated | \$205.62 | \$226.48 | \$235.55 | \$244.97 | \$254.77 | Y |
| Architectural Engineering | Youn Sang Kim, Sr. Architect | STV Incorporated | \$173.28 | \$190.86 | \$198.50 | \$206.44 | \$214.70 | Y |
| Architectural Engineering | Designer | STV Incorporated | \$101.71 | \$112.02 | \$116.51 | \$121.17 | \$126.02 | Y |
| Architectural Engineering | Manager/Architect | STV Incorporated | \$202.93 | \$223.50 | \$232.43 | \$241.73 | \$251.40 | Y |
| Structural Engineering | Bo Ying Liu, Structural Engineer | STV Incorporated | \$127.42 | \$140.35 | \$145.97 | \$151.81 | \$157.88 | Y |
| Electrical Engineering | Victor Mendoza, Electrical Designer | STV Incorporated | \$117.23 | \$129.13 | \$134.30 | \$139.67 | \$145.26 | Y |
| Quality Control | Jeffrey Messinger, Quality Review | STV Incorporated | \$252.25 | \$277.82 | \$288.93 | \$300.49 | \$312.51 | Y |
| Plumbing Engineering | Joshua Morales, Plumbing Engineer | STV Incorporated | \$116.75 | \$128.59 | \$133.73 | \$139.08 | \$144.64 | Y |
| Civil Engineering | Rose Nafar, Civil Engineer | STV Incorporated | \$144.04 | \$158.65 | \$165.00 | \$171.60 | \$178.46 | Y |
| Plumbing Engineering | Hector Nueve, Plumbing Engineer | STV Incorporated | \$132.25 | \$145.65 | \$151.49 | \$157.55 | \$163.85 | Y |
| Electrical Engineering | Webster Ordaz, Electrical Designer | STV Incorporated | \$115.25 | \$126.92 | \$132.01 | \$137.29 | \$142.78 | Y |
| Architectural Engineering | Elizabeth Peterson, Architect | STV Incorporated | \$174.45 | \$192.15 | \$199.84 | \$207.83 | \$216.15 | Y |
| Architectural Engineering | Mark Peterson, Design Manager | STV Incorporated | \$301.84 | \$332.44 | \$345.74 | \$359.57 | \$373.95 | Y |
| Electrical Engineering | Steve Peterson, Electrical Engineer | STV Incorporated | \$135.85 | \$149.63 | \$155.61 | \$161.83 | \$168.31 | Y |
| Architectural Engineering | Craig Phelps, Project Controls | STV Incorporated | \$192.41 | \$211.93 | \$220.40 | \$229.22 | \$238.38 | Y |
| Architectural Engineering | Architectural Designer | STV Incorporated | \$92.56 | \$101.95 | \$106.04 | \$110.28 | \$114.69 | Y |
| Civil Engineering | Mysore Satish, Sr. Civil Engineer | STV Incorporated | \$316.50 | \$348.59 | \$362.53 | \$377.03 | \$392.11 | Y |
| Civil Engineering | Kenneth Taylor, Civil Engineer | STV Incorporated | \$269.60 | \$296.93 | \$308.79 | \$321.14 | \$333.99 | Y |
| Industrial Engineering | Yingxue Wang, Industrial Engineer | STV Incorporated | \$108.52 | \$119.52 | \$124.31 | \$129.28 | \$134.45 | Y |
| Mechanical Engineering | Wei Xu, Mechanical Engineer | STV Incorporated | \$154.94 | \$170.65 | \$177.48 | \$184.58 | \$191.96 | Y |
| Mechanical Engineering | Liu Yang, Sr. Mechanical Engineer | STV Incorporated | \$217.24 | \$239.26 | \$248.84 | \$258.79 | \$269.15 | Y |
| Architectural Engineering | Jason Yeager, Sr. Architect | STV Incorporated | \$176.46 | \$194.35 | \$202.13 | \$210.22 | \$218.62 | Y |

| Technical Area (i.e. structural, traffic, environmental) | Name and Title | Firm | Rate per Hour | | | 2025 | 2026 | GA Mark UP (5%) |
|---|----------------|------|---------------|------|------|------|------|-----------------------|
| | | | 2022 | 2023 | 2024 | | | |
| | | | | | | | | |

Note: The Fixed Fee for each Task Order shall be negotiated on an individual basis as set forth in of the Agreement, Section 3, Fees and Payment Schedule.

EXHIBIT "D"**FTA GRANT CONTRACT PROVISIONS PROFESSIONAL SERVICES****1) FEDERAL OBLIGATION**

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

2) PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
- b) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Marin Transit of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.
- c) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3) ACCESS TO RECORDS AND REPORTS

Consultant shall provide all authorized representatives of Marin Transit, the FTA Administrator, and the

Comptroller General of the United States access to any books, documents, papers and records of the Consultant that are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Consultant also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Consultant agrees to maintain the same until Marin Transit, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4) FEDERAL CHANGES

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Marin Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5) TERMINATION

- a) Termination for Convenience - Marin Transit, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Marin Transit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- b) Termination for Default [Breach or Cause] - If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, Marin Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Marin Transit that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, Marin Transit, after setting up a new delivery or performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure - Marin Transit in its sole discretion may, in the case of a termination for breach or default, allow the Consultant an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Consultant fails to remedy to Marin Transit's satisfaction the breach or default of any of the terms,

covenants, or conditions of this Contract within the stated time period after receipt by Consultant of written notice from Marin Transit setting forth the nature of said breach or default, Marin Transit shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude Marin Transit from also pursuing all available remedies against Consultant and its sureties for said breach or default.

- d) **Waiver of Remedies for any Breach** - In the event that Marin Transit elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by Marin Transit shall not limit Marin Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6) CIVIL RIGHTS

- a) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 - i) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
 - ii) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant

agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

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

7) DISADVANTAGED BUSINESS ENTERPRISE

a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **3.3 %**. A separate contract goal has not been established for this procurement.

b) The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Marin Transit deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c) The successful Consultant will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The Consultant will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d) The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from Marin Transit. In addition, the Consultant may not hold retainage from its subconsultants.

e) The Consultant must promptly notify Marin Transit, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through

its own forces or those of an affiliate without prior written consent of Marin Transit.

- f) The Consultant is encouraged to use financial institutions owned and controlled by socially and economically-disadvantaged individuals in the community.

8) INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any of Marin Transit's requests which would cause Marin Transit to be in violation of the FTA terms and conditions.

9) SUSPENSION AND DEBARMENT

The Consultant, including any of its officers or holders of a controlling interest, and its subconsultants are obligated to inform Marin Transit whether or not they are or have been debarred, suspended, ineligible or voluntarily excluded from participation in federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension", 31 U.S.C. §6106 note and U.S. DOT regulations 49 CFR Part 29. Should Consultant or a subconsultant be included on such a list or determined ineligible during the performance of this Contract, the Consultant shall so inform Marin Transit. The Consultant is required to include this provision in any lower tiered subcontract where the contract amount is over \$25,000.

10) RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION (for contracts over \$100,000)

- a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Consultant and the Consultant shall abide by the decision.
- b) Performance During Dispute - Unless otherwise directed by Marin Transit, Consultant shall continue performance under this Contract while matters in dispute are being resolved.
- c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

- d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.
- e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Marin Transit, or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11) LOBBYING RESTRICTIONS

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

12) CLEAN AIR

- a) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13) CLEAN WATER

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

appropriate EPA Regional Office.

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

14) ENERGY CONSERVATION

Consultant shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq. and 49 CFR Part 18.

15) PRIVACY ACT

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

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

16) NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify Marin Transit (Recipient) . The Consultant must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project

receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subconsultants at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

17) ADA ACCESS REQUIREMENTS

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

EXHIBIT "E"
CONSULTANT'S DEBARMENT
CERTIFICATION OTHER REQUIRED FORMS

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B)**

- A. By signing and submitting this Proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. The Proposer will provide immediate written notice to MARIN TRANSIT if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact MARIN TRANSIT for assistance in obtaining a copy of those regulations.
 4. The Proposer agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 5. The Proposer further agrees by submitting this Proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.


- 6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- 7. Nothing contained in the foregoing will be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- 1. The Proposer certifies, by submission of this bid or Proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. If Proposer is unable to certify to the statements in this certification, Proposer will attach an explanation to this Proposal.

Date: 02/04/2022

Name of Proposer: Mark Thomas & Company, Inc.

Signature: 

Print Name/Title: Shawn O'Keefe, Principal + Vice President

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

(3) The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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


| | |
|---|--|
|  | Signature of Contractor's Authorized Official |
| <u>Shawn O'Keefe, Principal + Vice President</u> | Name and Title of Contractor's Authorized Official |
| <u>02/04/2022</u> | Date |

EXHIBIT "F"
SUBCONSULTANT'S DEBARMENT CERTIFICATION

Received and will be included with final contract



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Earth Day Fare Free Promotional Campaign

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Authorize staff to develop and implement Countywide campaign to offer a one-day free fare promotion during Earth Day on Saturday, April 23, 2022.

SUMMARY:

Marin Transit has found fare free promotions to be an effective method to incentivize new riders to try transit and to reward existing riders. Your Board authorized staff to implement a countywide promotional campaign and offer free fares on all fixed route services during the national Election Day in 2020 and the Marin County Fair in 2019. Staff concluded that those campaigns succeeded and represented a token of appreciation for daily riders, attracted new riders to transit, and supported countywide goals to reduce congestion and GHG emissions.

Following those campaigns, staff evaluated several potential candidates for fare free days that were based on several considerations such as anticipated demand level, operational complications, potential overcrowding, limited bike rack availability, and consistency with the goals of campaigns of this nature. In May 2020, your Board approved staff's recommendation on potential candidates for fare free days. Those include Marin County Fair, Election Day, Earth Day, Marin County Senior Fair Day, New Year's Eve, and Bike-to-Work Day.

Several transit operators in the North Bay including CityBus, Sonoma County Transit and Petaluma Transit are all planning to offer a free-fare day on Saturday, April 23, 2022, and will be taking the item to their respective governing boards for approval.

Staff recommends that your Board authorize Marin Transit to develop and implement a countywide promotional campaign to offer free fares on local fixed route service on Earth Day on April 23, 2022. This would be a unique opportunity to cross-promote Marin Transit services in collaboration with other operators in the North Bay and incentivize riders to use transit post pandemic. All demand

response services (paratransit, Catch-A-Ride, Dial-A-Ride, and Connect) and Muir Woods would be exempt from this free fare promotion.

If approved by your Board, staff will develop a detailed strategy to implement the Earth Day fare campaign and coordinate with agency and community partners to cross-promote transit services. Staff will monitor performance of the fare free day by comparing ridership to the prior year, observing traffic congestion levels, and evaluating the impact of operational improvements and public education and outreach.

FISCAL/STAFFING IMPACT: Staff estimates that this promotional campaign will cost the District \$12,000. This amount includes the anticipated loss in fare revenue, and administrative support.

Respectfully submitted,



Aida Banihashemi
Manager of Planning & Marketing



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: FY 2023-26 Funding Cycle for Measure AA Yellow School Bus Transportation Programs

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Approve eligibility requirements and allocation formula of the new three-year funding cycle (FY 2023-26) for Measure AA yellow school bus transportation programs.

katie rice
vice president
supervisor district 2

SUMMARY:

On November 6, 2018, the Measure AA sales tax and expenditure plan was approved by voters in Marin County to support congestion relief and improve mobility, including yellow bus service in partnership with local schools. On January 7, 2019, your board approved the allocation of a percentage of the Measure AA funds to programs in Marin County that provide yellow bus transportation. The allocation share for each program was set for three-years, after which our staff would re-evaluate the approved guidelines and distribution methodology. This staff report provides an update on the status of these funds and seeks your board's approval of the recommended allocation formula and eligibility requirements for the next three-year funding cycle.

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

Allocation Formula:

Yellow school bus transportation programs are an effective means in reducing roadway congestion during weekday peak hours. Unfortunately, limited funding for these programs can often result in a reduction of service that strains their effectiveness. Since the State of California no longer directly allocates funds to these programs, Measure AA has been pivotal in supporting these types of services here in Marin. In the first funding cycle these funds provided financial support that subsidized approximately 10 - 20% of the total program cost for five eligible programs.

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

In preparation for the next Measure AA funding cycle, staff analyzed three possible methodologies for funding distribution. The first option, which determines allocation based on total program cost, does not factor in the number of passes distributed. This would

potentially result in programs with high operational expenses receiving more funds than schools that have lower operational expenses but a higher volume of income qualified students. The second option, which determines allocation based on an estimated cost per student multiplied by the amount of passes distributed, would favor legacy programs that have higher operational expenses, but which also have established funding from local contributors. The allocation for new programs would be reduced and could negatively impact their effectiveness.

Staff recommends that your board approve the third option which utilizes an allocation formula that takes a percentage subsidy of a program's one-way pass price and multiplies it by the number of one-way passes it distributed in FY 2021/22. Modeled after the allocation formula used in the original three-year term, the subsidy in this formula will be adjusted to expend the full amount of funds available and provide an allocation in keeping with each program's size. **Table 1** shows how this formula was implemented in the first three-year term. The subsidy of 35 percent of the one-way pass price was based on FY 2017/18 program pass prices and funding availability. Marin Transit provided approximately \$600,000 annually for the first cycle of yellow bus allocations. The subsidy percentage and resulting amounts in the next funding cycle will be determined once staff receive the required program data from entities that wish to participate in this opportunity and Measure AA financial projections are incorporated into the FY 2023 budget.

Table 1: First Three-Year Term Allocation Formula and Results

| FY 2017/18 Base Year Data | | Mill Valley | Reed Union & Cove | Ross Valley | San Rafael | Miller Creek | Total | Calculation |
|--|-----|-----------------|-------------------|------------------|------------------|-----------------|------------------|--|
| One Way Pass Price | (a) | \$337.50 | \$295.00 | \$375.00 | \$237.50 | \$199.50 | | annual price, 50% of round trip |
| Subsidy per pass | (b) | \$118.13 | \$103.25 | \$131.25 | \$83.13 | \$69.83 | | 35% of one-way pass price [0.35 x (a)] |
| One Way Passes Distributed | (c) | 214 | 1,316 | 1,013 | 2,792 | 605 | 5,940 | School year 2017-2018 source data |
| Funding for FY 2019/20 allocation | | \$25,279 | \$135,877 | \$132,956 | \$232,085 | \$42,244 | \$568,441 | 35% of pass price for every pass distributed [(b) x (c)] |

Staff estimates that approximately \$750,000 will be available annually for the next cycle of funding. This is a 25 percent increase of the prior cycle funding amount and is based on the anticipated increase in Transportation Authority of Marin's (TAM's) Measure AA allocations based on strong sales tax growth over the prior two years. The final funding amount will be brought to your board in June after Marin Transit receives allocation numbers from TAM. The deadline for participating programs to submit this information is April 30th, 2022.

Eligibility Requirements:

Staff also recommend maintaining the same eligibility structure and methodology of the distribution of these funds in the new term. The following proposed eligibility requirements would apply:

- Funding allocation should be for public schools located within the urbanized area of Marin¹ to support programs that reduce traffic in the most congested corridors.
- Eligible programs offer a reduced pass for the yellow bus program that provides at least a 50 percent pass price discount to income-eligible students. This requirement is intended to recognize that yellow school bus transportation is both a tool for congestion relief and an opportunity to provide safe and efficient access to school for all students.
- The available funds are provided to those programs that were operational in FY 2021/22 or plan to start a program in FY 2022/23 to provide multi-year, reliable financial operating support since a dedicated funding source is not available from the State of California.
- Annual allocations for new programs (programs that did not participate in the first funding cycle) are subject to re-evaluation in the second and third year if the number of passes distributed falls below 80 percent of the projected number provided in the FY 2022-26 Measure AA Yellow Bus Eligibility Form.

Additionally, participating programs are required to annually certify that at least 20 percent of total program cost, excluding pass sales revenue, has been matched by local contributions. Should a program reduce its size by 20 percent or more, the annual allocation would be reduced in the second and third year of the term. Funds withheld due to service reductions or re-evaluations would immediately be made available for new and expansion programs or made available for existing programs in the following funding cycle.

Continuing Programs:

In the first three-year funding cycle, five regular yellow bus transportation programs participated in this funding program but only four remained active for the duration of the full term. Based on our correspondence, these four programs intend to continue into the next term:

- Tiburon Peninsula Traffic Relief Joint Powers Authority (JPA)
- Ross Valley area schools
- San Rafael City School District
- Miller Creek School District

In addition to the above continuing programs, staff have met with two school districts that are considering operating a yellow bus transportation program in FY 2022/23.

- Sausalito-Marín City School District
- Larkspur-Corte Madera School District

¹ 1. Census Reporter – San Francisco/Oakland, CA Urbanized Area.
<https://censusreporter.org/profiles/40000US78904-san-franciscooakland-ca-urbanized-area/>

Staff will continue to coordinate with these school districts to determine their operational feasibility and will provide an update to your board on June 6, 2022 along with the proposed funding allocations.

FISCAL/STAFFING IMPACT: Approval of the eligibility and funding distribution formula have no fiscal or staffing impact. Final program distribution amounts will be brought to your board for approval in June and are dependent on the final Measure A allocation amount.

Sincerely,

A handwritten signature in black ink, appearing to read "CHR WHITLOCK". The signature is written in a cursive, somewhat stylized font.

Christopher Whitlock
Senior Operations Analyst



FY 2023-26 Measure AA Yellow Bus Program Funding Cycle Eligibility Requirements and Allocation Formula

Marin Transit Board of Directors

April 4, 2022

Measure AA Yellow Bus Program Background

- Voters approved in November 2018
- In FY 2019/20, Marin Transit Board of Directors approved a share of available funds to be allocated to five yellow bus programs
- Allocations are formula-based
- Annual certified eligibility requirements
- Three-year funding cycle



FY 2019-22 Funding Recipients



Mill Valley School District



Tiburon Traffic Congestion Relief JPA (Reed USD and the Cove School in Larkspur Corte Madera SD)



Ross Valley area schools (provided by Marin Transit)



San Rafael City Schools (Elementary and Middle schools only)



Miller Creek School District

School Transportation Programs must have...

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school in the urbanized area of Marin
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue
4. Must certify annually that their program has met threshold criteria.

1. Allocation share to each program is set for 3 years starting in FY2019/20

Purpose: Reliability, consistency, stability

2. If a program/service is reduced by more than 20%, its funding may be reduced in 2nd and 3rd allocation year

Purpose: Subsidy should correlate to service levels

3. Any withheld funds due to service reductions will be available in Year 4 for existing programs or earlier for expansion programs

Purpose: Funds should be put to best use as soon as possible

4. Formula factor shall be one-way pass distribution

Purpose: Proxy for usage and mobility, data is readily available, easy to collect

5. Allocations subsidize a % of a program's one-way pass price multiplied by the number of one-way passes distributed

Purpose: To recognize differences in costs/funding among programs and distribution of free/reduced passes



FY 2019-22 Funding Allocation



| FY 2017/18 Base Year Data | | Mill Valley | Reed Union & Cove | Ross Valley | San Rafael | Dixie | Total | Calculation |
|--|-----|-----------------|-------------------|------------------|------------------|-----------------|------------------|--|
| One Way Pass Price | (a) | \$337.50 | \$295.00 | \$375.00 | \$237.50 | \$199.50 | | annual price, 50% of round trip |
| Subsidy per pass | (b) | \$118.13 | \$103.25 | \$131.25 | \$83.13 | \$69.83 | | 35% of one-way pass price [0.35 x (a)] |
| One Way Passes Distributed | (c) | 214 | 1,316 | 1,013 | 2,792 | 605 | 5,940 | School year 2017-2018 source data |
| Funding for FY 2019/20 allocation | | \$25,279 | \$135,877 | \$132,956 | \$232,085 | \$42,244 | \$568,441 | 35% of pass price for every pass distributed [(b) x (c)] |

- FY 2019-22 total available funds: \$600,000
- Allocation determined by a formula factoring prior year's data
- Rationale for 35% subsidy: correlates pass price / pass distribution level and expends available funds

- In February 2022, staff sent a letter to Marin County school district superintendents informing them of the new funding cycle of Measure AA funds
- Deadline for the submission of program data is April 30, 2022
- Legacy programs to continue:
 - Tiburon Peninsula Traffic Relief Joint Powers Authority (JPA)
 - Ross Valley area schools
 - San Rafael City School District
 - Miller Creek School District
- Prospective new programs:
 - Sausalito-Marín City School District
 - Larkspur-Corte Madera School District

Maintain threshold criteria for eligibility but include new programs that will operate in FY 22/23:

1. An existing FY 21/22 K-8 yellow school bus program **or commit to operating or contracting a program in FY 22/23** serving public school students at a school in the urbanized area of Marin
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue
4. Must certify annually that their program has met threshold criteria.

Maintain guidelines for formula allocation but include provision for new programs:

1. Allocation share to each program is set for 3 years starting in FY2019/20

Purpose: Reliability, consistency, stability

2. If a program/service is reduced by more than 20%, its funding may be reduced in 2nd and 3rd allocation year

Purpose: Subsidy should correlate to service levels

3. Allocation share to new programs (programs that did not participate in the first funding cycle) will be re-evaluated in the 2nd and 3rd year if the number of passes distributed falls below 80 percent of the projected number provided at the beginning of the funding cycle

Purpose: Subsidy should correlate to pass distribution levels

4. Any withheld funds due to service reductions will be available in Year 4 for existing programs or earlier for expansion programs

Purpose: Funds should be put to best use as soon as possible

5. Formula factor shall be one-way pass distribution

Purpose: Proxy for usage and mobility, data is readily available, easy to collect

6. Allocations subsidize a % of a program's one-way pass price multiplied by the number of one-way passes distributed

Purpose: To recognize differences in costs/funding among programs and distribution of free/reduced passes

- Approve recommended eligibility criteria, allocation formula and guidelines for the FY 2022-26 Measure AA Yellow School Bus Transportation funding program



Questions?

Christopher Whitlock

Senior Operations Analyst

cwhitlock@marintransit.org





711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 4, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Marin Access Innovation Incubator Update

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Information Only

SUMMARY: The purpose of the Marin Access Innovation Incubator (MAII) is to fund and support projects and programs that address gaps in transportation for older adults and people with disabilities in Marin County.

History

MAII is funded by Measure B and builds upon and enhances the District's former Gap Grant program. In 2017, Staff revised and rebranded the Gap Grant program to the Marin Access Innovation Incubator based on findings and guidance from the 2016 Marin Access Strategic Analysis and Recommendations study. MAII is specifically designed to provide funding for innovative programs in areas where the District may have expertise, yet may not be the most appropriate entity to operate, implement, or market a particular solution. A call for projects for MAII has not been released since 2017.

Over the years, this program has funded projects such as a West Marin Shopper Shuttle and provided seed funding and operational funding for several volunteer driver programs in the County, including Call A Ride for Sausalito Seniors (CARSS), Marin Villages, and the CarePool program offered by Vivalon. Following the last call for projects, funding was awarded to Technology4Life in a two-year cycle to develop and implement an educational program to teach riders how to use technology to access their transportation options. Most of these projects are still operating today and add to the range of mobility options for community members in Marin.

MAII 2021-22 Cycle

For the 2021-22 cycle of the Marin Access Innovation Incubator, Staff planned for two adjustments to the traditional release of a call for projects. First, Staff narrowed the focus of the project and associated funding to address transportation challenges for older

adults and people with disabilities in West Marin. This geographic area was selected due to the special transportation challenges identified in West Marin.

Second, Staff adjusted the format of the release of a call for projects by seeking targeted input from community partners, particularly those in West Marin, about the specifics of what type of program is needed. This included, (1) meetings with major stakeholders in West Marin to seek feedback and (2) hosting a planning workshop with a larger group of community partners, riders, and other stakeholders to inform the project development. These meetings were held over the past 3-4 months and a summary is included in the attached presentation.

These adjustments to the traditional process were made to ensure an inclusive and collaborative planning process, to develop a framework for a sustainable project that will meet the needs of older adults and people with disabilities in West Marin, and to foster collaboration among a variety of stakeholders in West Marin.

Staff will make a presentation updating your Board on the Marin Access Innovation Incubator and efforts toward a release of a Call for Projects in 2022.

FISCAL/STAFFING IMPACT: There is no fiscal impact associated with this item.

Respectfully submitted,

A handwritten signature in black ink that reads "Joanna Huitt". The signature is written in a cursive, slightly slanted style.

Joanna Huitt
Senior Mobility Planner

Attachment A: Marin Access Innovation Incubator Update Presentation



Marin Access Innovation Incubator Update

April 4, 2022

- » **Marin Access Innovation Incubator (MAII) History & Overview**
- » **MAII 2021-2022 Cycle**
- » **Transportation Challenges in West Marin**
- » **MAII Planning Workshop + Outcomes**
- » **Next Steps**

Program began in 2014 through funding available as part of Measure B. In 2017, rebranded Gap Grant as Marin Access Innovation Incubator.



Marin's Vehicle Registration Fee

Past Project Partners



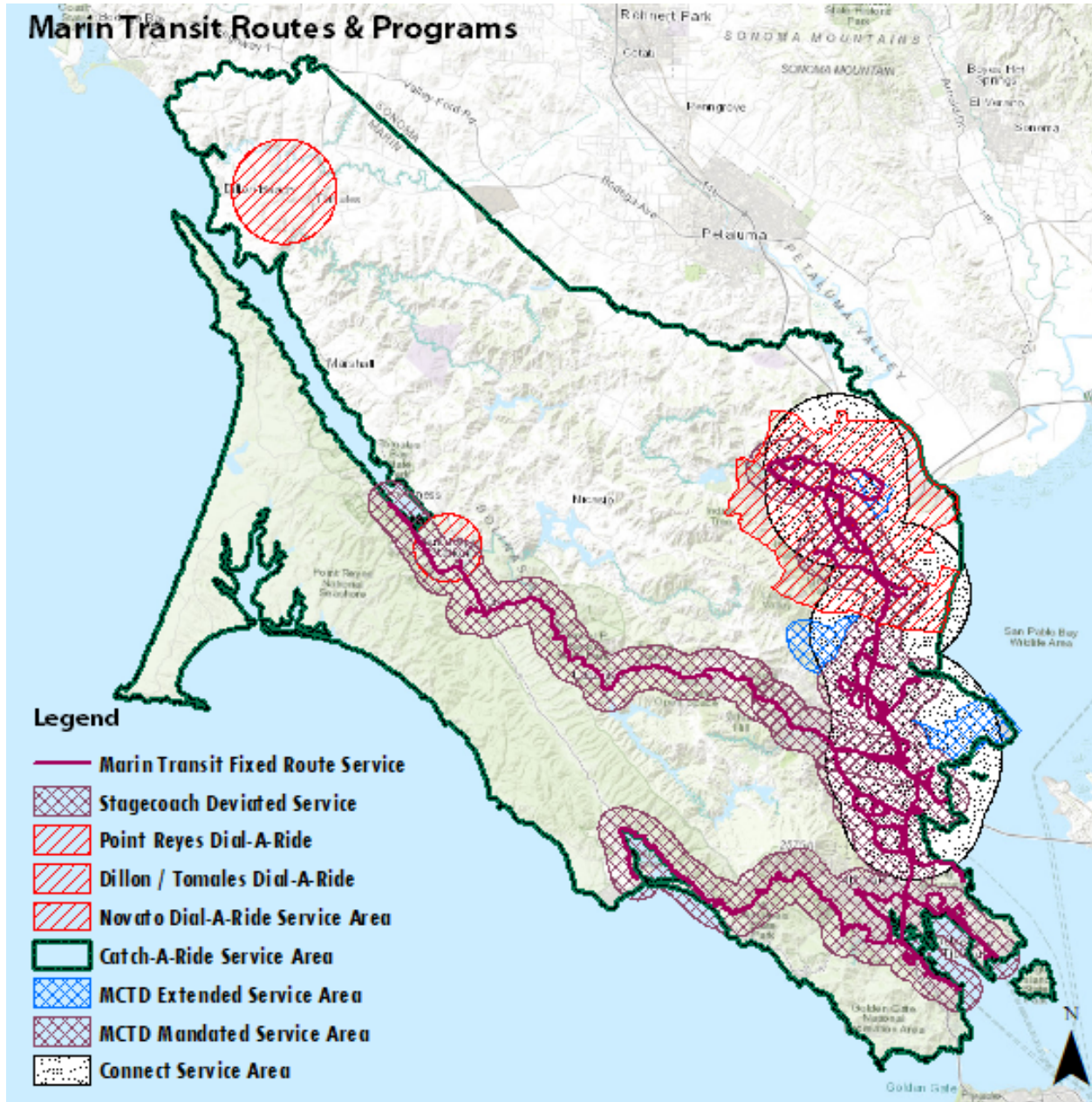
Changes for 2021-2022 Cycle

- I. Narrowed focus on specific area of Marin County
- II. Adjusted format to development of a call for projects
 - a. Advance outreach and input from targeted stakeholders + community partners
 - b. Planning workshop with community partners, riders, and other stakeholders

- **Transportation options are limited**
- **Limited number of volunteers**
- **Limited or cost prohibitive services**
- **Residents have complex needs**
- **Barriers to using existing options**

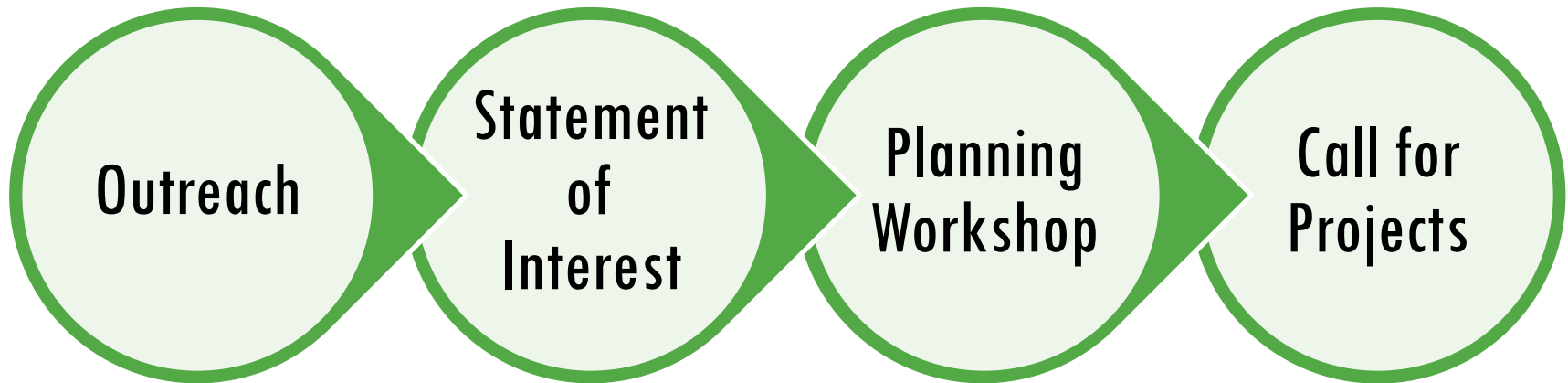


Marin Transit Routes & Programs in West Marin



Challenges with Existing Services in West Marin

| Service Area | Topography / Natural Barriers | Service Area or Service Availability | Cost / Income Barrier | Volunteer Availability | Service Limitation | Trip Length & Comfort | Transfers |
|----------------------------------|-------------------------------------|--|-----------------------------|---------------------------|-----------------------|--------------------------|-----------|
| Marin Access Paratransit | ✓ | ✓ | | | | | |
| Rural Dial-A-Ride | ✓ | | | | ✓ | ✓ | |
| Stagecoach Route 61 / 68 | ✓ | | | | | ✓ | ✓ |
| Catch-A-Ride | | ✓ | ✓ | | | | |
| TRIP Volunteer Driver Program | | | | ✓ | ✓ | | |
| Local Volunteer Drivers | | ✓ | ✓ | ✓ | | | |
| West Marin Medical Shuttle | ✓ | | | | ✓ | ✓ | |
| Uber / Lyft | | ✓ | ✓ | | | | |
| Taxi Service | | ✓ | ✓ | | | | |



- Virtual workshop held on January 26th
- Staff facilitated workshop & breakout sessions
- Goals of Workshop
 - Develop a network of West Marin stakeholders
 - Get feedback about what transportation options are needed
 - Identify ways to optimize existing programs
 - Identify key characteristics of the ideal service that would meet the needs of the most people

| Breakout Topic | Responses |
|---|---|
| <p>How can we improve existing programs to better service West Marin?</p> | <ul style="list-style-type: none">• Resolve first/last mile challenges• Offer ability to stop to use facilities as needed• Offer high level of rider assistance• Expand service area(s) to serve Bolinas / Point Reyes Clinics• Adjust hours / days of service• Increased incentives for volunteers• Coordination with medical clinics• Door to door service• Express route service• Ensure service reliability & low cost |

| Breakout Topics | Responses |
|---|---|
| <p>What level of service is needed for those in West Marin?</p> | <ul style="list-style-type: none">• Fare assistance• Pick-up/drop-off flexibility• Local, dedicated staff for personalized assistance• Paid vs. volunteer drivers• Education / training for community members• Volunteer connections in urbanized Marin• Express service to reduce travel time• Smaller, more comfortable, accessible vehicles• Organize services into categories (medical v. engagement / social)• Prioritize medical trips |

- Share outcomes of planning workshop with participants & other interested stakeholders
- Explore potential funding opportunities for MAll projects
- Develop call for projects — anticipated release in early summer 2022

Questions?



Joanna Huitt

Senior Mobility Planner

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