

STAFF REPORT

SUBJECT: North County Regional Transit Plan

MEETING DATE: N.A.

RECOMMENDATION:

Review and approve proposed Request for Proposal for a comprehensive plan for North County regional transit services.

STAFF CONTACT:

Michael Powers

SUMMARY:

Preparation of a North County Regional Transit Plan was identified in SBCAG's 2005-06 Overall Work Program. This RFP is the basis for obtaining consulting assistance in the preparation of the Plan to plan and define the areas future transit service.

DISCUSSION:

Preparation of a North County Transit Plan was approved as part of SBCAG's 2005-06 Overall Work Program. Staff has prepared a draft Request of Proposal (RFP) for review prior to its release by the SBCAG board. This staff report outlines the reasons why a long range strategic plan is needed to address regional transit issues in the North County and provides a draft scope of work to help improve transit in north County. This RFP is the basis for obtaining consulting assistance in the preparation of the Plan to plan and define the areas future transit service.

Why is a long range plan needed to address North County transit services?

The North County currently lacks an overall plan for provision of regional transit services both within North County communities, and between these communities and adjacent areas such as the South Coast and southern San Luis Obispo County. Given population growth, increasing traffic congestion along commuter corridors, and increasing demands for regional transit, a long term regional transit plan would provide a mechanism to define the needs of this area and a strategy for how to build an improved system in the future.

The plan will provide information on future estimated demand for transit in the North County, the service options that could address that demand, and the funding available to deliver transit

Member Agencies

Buellton ■ Carpinteria ■ Goleta ■ Guadalupe ■ Lompoc ■ Santa Barbara ■ Santa Maria ■ Solvang ■ Santa Barbara County

services. This is important in assessing the role all available revenues have in funding new transit services, the ability of these funds to support continuation and expansion of urban and intercommunity transit services, and, the need for supplemental funds, such as Measure D, in addressing regional transit service needs.

Having a plan in place that has buy-in from the community and local policy boards will help provide the support needed to obtain discretionary state and federal funding grants which can help preserve scarce local transportation dollars available within the region.

The plan will address the role of the transit operators in providing local, regional, and intercounty services in addressing transit service needs. North County **regional** transit services are currently provided by six different operators:

- 1) SMAT (Inter-City Service between Santa Maria, Lompoc and VAFB slated to start in June, 2005)
- 2) SMAT and San Luis Obispo Area Transit (intercity service between Santa Maria and San Luis Obispo)
- 3) MTD (Santa Ynez Valley Commuter Service)
- 4) Guadalupe Flyer (Guadalupe to Santa Maria)
- 5) County (Los Alamos to Santa Maria and Cuyama to Santa Maria), and,
- 6) SBCAG (Clean Air Express).

In addition COLT, SMAT, and Santa Ynez Valley Transit provide services within the developed regions in the North County. Is this the most cost-efficient delivery of regional transit services? How can regional services be better integrated with local services to enable riders to use access a seamless system? A comprehensive review of current transit operations can provide recommendations for the development of the most efficient system in the future.

How will this help address the transit needs assessment process?

The last few years of the annual Transit Needs Assessment indicate this process may usurp local individual transit plans. The limited viewpoint of transit that occurs from this process may blur a long term strategic vision. Transit service decision-making is often done in a reactive mode rather than according to an agreed upon plan and set of priorities. In addition, the annual assessment may be superseding short range transit planning and has the potential for influencing the direction of long term transit planning in the North County region. A North County Regional Transit Plan can help maintain local control over the priorities for transit.

The North County currently lacks an overall strategic vision for provision of regional transit services both between North County communities and between these communities and adjacent areas such as the South Coast and southern San Luis Obispo County. Given population growth, increasing traffic congestion along commuter corridors, and the twin prospects of increasing demand for regional transit and higher allocations of TDA funding for local agencies, would a long term regional transit plan help paint a more detailed picture of how to better connect North County communities?

The attached RFP outlines the key tasks for the development of the plan. Staff believes the answers to the questions posed above offer a compelling case for the development of a North County Regional Transit Plan.



Northern Santa Barbara County Transit Plan

DRAFT

Request for Proposal

August 2005

260 N. San Antonio Rd., Ste. B
Santa Barbara, CA 93110-1315
www.sbcag.org

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I. INTRODUCTION

The Santa Barbara County Association of Governments, herein referred to as “SBCAG”, is soliciting proposals from qualified consultants to develop and deliver a transit plan, for Northern Santa Barbara County. The development of the Transit Plan is being undertaken by SBCAG in partnership with the cities of Lompoc, Buellton, Guadalupe, Solvang, and Santa Maria, the County of Santa Barbara, and Caltrans.

SBCAG is the designated Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA) for the County of Santa Barbara. Under federal and state law, SBCAG is responsible for developing transportation plans and programs for the region. SBCAG also serves as the County’s Congestion Management Agency (CMA), Local Transportation Authority (LTA), Airport Land Use Commission (ALUC), and Service Authority for Freeway Emergencies (SAFE). SBCAG administers the regional Transportation Demand Management (TDM) Program through its Traffic Solutions Division.

- Scope

The scope of the project involves the preparation of a North Santa Barbara County Transit Plan. The plan would provide public agency staff and elected officials with information documenting the relationship between population growth in rural and urban areas, transit ridership demand, and funding.

The North County currently lacks an overall long range plan for provision of intercity transit services from rural to urban areas, within North County communities, and between these communities and adjacent areas such as the South Coast and southern San Luis Obispo County. Given population growth, increasing traffic congestion along inter-city corridors, and increasing demands for inter-city transit, a long range regional transit plan would provide a mechanism to define the needs of this area and a strategy for how to build an improved system in the future.

The plan would assess long range transit needs in the rural areas and between urban areas as it relates to service expansion and integration of intercity services with local and regional, state, and national transportation services.

The geographic area will be northern Santa Barbara County (see Attachment A for map of transit service areas). The study area will also tie provision of transit services between this area and southern San Luis Obispo County and Southern Santa Barbara County. In fact, due to recent growth, the Santa Maria urbanized area extends north to Southern San Luis Obispo County Nipomo area.

- Purpose

The purpose of the plan is to address emerging inter-city transit needs between rural and urban areas, including those between North County communities, from the North County to the South Coast, and between North County and San Luis Obispo County. This effort will provide assistance to public, transit and social service agencies in the identification and integration of inter-city transit services between rural and urban areas. The plan will address connectivity between rural areas and major regional transportation facilities such as rail stations and airports and other intercity transit services.

The plan will identify land use policies impacting inter-city and rural transit demands.

The plan will address the link between urban and rural transit services and assess transit needs and programs for rural unincorporated communities. The plan will assist public transit agencies in the provision of transportation opportunities for the transit dependent and the choice rider.

The plan will build upon the Annual Transit Needs Assessment performed by SBCAG, and, other related studies such as the Triennial Performance Audits 2004 of public transit agencies [City of Lompoc Transit (COLT), Santa Maria Area Transit (SMAT), and Santa Ynez Valley Transit (SYVT)], Consolidated Transportation Agency (SMOOTH), and, SBCAG: the North County Intercommunity Transit Service Implementation Plan 2004; and the Short Range Transit Plans of various agencies.

The plan will explore connections to intercity services across county lines such as how to provide a resident of north county access to the rail system, either Amtrak or Metrolink.

Inter-county service is recognized as important to both SBCAG and SLOCOG in the Transportation Plans of the two agencies. This is particularly evident now that the Santa Maria Urbanized Area extends across the boundary into Nipomo, southern San Luis Obispo County. Connections between rural areas in Santa Barbara County and the adjoining County will be examined in this study.

What is the most cost-efficient delivery of inter-city transit services? How can inter-city services be better integrated with all transportation services to enable riders to access a seamless system? What are the capital and operating funding needs and priorities? What is the expected ridership demand in the future? What are the most appropriate institutional arrangements to provide transit services throughout Northern Santa Barbara County? The Plan will answer these questions. A comprehensive review of current transit operations can provide recommendations for the development of the most efficient system in the future.

The plan will address transit funding needs in context of remaining TDA revenues and Measure D reauthorization. How much funding is available for transit services development and how should service expansion be phased to address demand?

Submitted proposals shall be consistent with the requirements outlined in this Request for Proposal (RFP) including the Scope of Services section. Evaluation of proposals and ranking of the proposals will be performed as described in the Selection Process section of this RFP.

II. BACKGROUND

The need for enhanced transit services as expressed through the unmet transit needs public process, is a general use need including commute to work, access to government, social services and medical facilities, and general mobility between the towns, cities, and regions of northern Santa Barbara County.

Over the last few years during the annual SBCAG Transit Needs Assessment public outreach process, the SBCAG Board found that intercommunity transit service, farmworker transport to agricultural fields, and enhanced urban transit services were identified as important transportation issues. The Board recognized that additional planning was required to address transit service demands, financial needs, regional service administration, and interagency coordination Issues. The Board directed that a North County Transit Plan be included in the SBCAG 2005-06 Overall Work Program and this plan be developed cooperatively with local technical staff, the Santa Barbara County Transit Advisory Council (SBCTAC) which is the Social Services Transit Advisory Council for Santa Barbara County, and the North County Subregional Planning Committee , a subcommittee of elected officials on the SBCAG policy board.

III. STUDY OBJECTIVES

The primary objectives of the Northern Santa Barbara County Transit Plan are to:

- Provide public agency staff and elected officials with information documenting the relationship between population growth, ridership demand, service needs, and funding
- Provide assistance to public, transit and social service agencies in support of the development of regional transit services
- Provide transit planning assistance to local and public transit agencies for the provision of transportation opportunities for the transit dependent and the choice rider, including a focus on the use of transit as a means to reduce vehicle congestion
- Identify capital and operating needs and priorities
- Assess transit funding needs in context of remaining TDA revenues and Measure D reauthorization
- Recommend institutional arrangements for efficient operation of local and regional services (e.g., joint powers agreement, new transit district, consolidation or division of transit services, etc.)

IV. STUDY COORDINATION

The development and coordination of the Transit Plan will be handled on various levels. With respect to contractual matters, SBCAG will administer the contract with the CONSULTANT and will assign a designated representative to be the daily contact person for CONSULTANT. To address coordination with other agencies and groups, SBCAG has established a technical advisory committee to guide the development of the Transit Plan. This committee will provide technical input to the CONSULTANT and review consultant work products. The technical committee will be comprised of representatives from SBCAG, the cities of Santa Maria, Lompoc, Guadalupe, Solvang, and Buellton, the County of Santa Barbara, and Caltrans.

The technical committee will provide technical input for the consultant during the course of the study. The technical advisory committee membership is provided in Attachment B. In addition, the draft plan will be subject to review by the Santa Barbara County Transit Advisory Council

(SBCTAC). The SBCTAC membership is provided in Attachment C. In addition, the North County Subregional Planning Committee, a subcommittee of elected officials on SBCAG will provided overall policy direction. The final draft plan will be presented to each of the five cities and the County prior to Plan approval by SBCAG.

V. AGENCY RESOURCES

SBCAG publishes numerous reports that may have data pertinent to the North Santa Barbara County Transit Plan. These reports include:

- Transit Needs Assessment 2005 and previous annual Transit Needs Assessment
- Triennial Performance Audits 2004 of public transit agencies (COLT, SBMTD, SMAT and SYVT), Consolidated Transportation Agencies (Easy Lift Transportation and SMOOTH) and SBCAG
- Short Range Transit Plans prepared and updated within the last three years by SMAT, COLT, MTD, SYVT, and an SBCAG Clean Air Express Study is underway to be completed in the fall.
- North County Intercommunity Transit Service Implementation Plan 2004
- Social Services Coordination and Consolidation Action Plan and Inventory Update
- 2002 Commute Profile
- Regional Growth Forecast, 2000-2030
- 2001 Travel Trends Report and
- Santa Barbara County Transit Resource Guide may provide important information.

These reports and additional background information that is relevant to this project can be found on the SBCAG web site, publications. The address is www.sbcaq.org - Publications.

SBCAG also works closely with local transit and social service agencies. These agencies have extensive information on transit use, commute to work patterns and ridership data, and information on senior citizens and the economically disadvantaged who access social service programs.

VI. SCOPE OF SERVICES

The scope of services outlined below includes a description of the proposed tasks, sub-tasks and deliverables associated with the completion of the Transit Plan. The proposed scope of services is to be considered a guide for preparation of the Plan. The CONSULTANT may propose modifications to the scope of services that would include additions or deletions to any of the tasks or deliverables. Each of the work elements shall have their independent schedules, costs and deliverables.

Task 1: Project Management and Administration

CONSULTANT shall be responsible for overall project management and administration, which includes the following tasks:

- Schedule, coordinate and facilitate meetings on an as needed basis with the Technical Advisory Committee to identify critical process questions

- Provide internal quality control of data collection and deliverables
- Prepare and monitor a project delivery schedule
- Prepare and submit invoice and progress reports to SBCAG
- Meeting agendas, minutes, etc.

Deliverables

- Project Delivery Schedule
- Meetings with the: Technical Advisory Committee (A minimum of 4 - more if needed), SB County Transit Advisory Council (3 meetings), (North County Subregional Planning Committee (3 meetings) local agencies (3 presentations) and SBCAG Board (1 presentation).
- Invoicing, Progress Summary and Schedule Updates (if necessary)
- Other Project Documentation as appropriate

Task 2: Preliminary Coordination, Data Gathering, Identification of service parameters

CONSULTANT shall obtain from SBCAG, the local cities, the County of Santa Barbara, VAFB and local social service agencies, available information and data applicable to the Transit Plan. Conduct interviews, surveys, review bus schedules, connections, fares, and equipment needs for services. This includes existing services, transit schedules; unmet transit needs documentation, social services availability, transportation survey results, and other pertinent information. In addition to the partner agencies, other agencies/entities may need to be contacted for relevant information.

Deliverables

- Prepare inventory report
- Itemize and describe existing transit services by service area and region
- Identify service issues and options to address issues
- Summarize potential problems and weaknesses in a preliminary analysis

Task 3: Prepare regional transit ridership forecasts

CONSULTANT shall prepare ridership forecasts by service area and region in coordination with SBCAG and other forecasts in local transit plans. CONSULTANT shall review existing population and other forecast reports

Deliverables

- Forecast methodology
- Ridership estimates and forecasts
- Estimate mid term and long term regional transit service forecast for rural, urban, and, interregional services

Task 4: Public Scoping

CONSULTANT will conduct public outreach to solicit public input on transit needs.

Deliverables

- Workshop materials and notices. (SBCAG staff will arrange and provide for publicity and arrange for the facility)
- Workshops
- Report on workshop input

Task 5: Develop draft transit service plan

CONSULTANT shall develop a draft plan that will address the following factors:

- Equipment needs, bus acquisition and replacement needs
- Service hours, including peak and off peak, schedule frequency, routing
- Stops, shelters, parking, park and ride, signage
- Coordination with local transit connections
- Assess viability of transit to serve farmworker transportation needs
- Coordination with other transportation services, e.g., rail, airports
- Vehicle description and procurement plan
- Recommend among bus lease, purchase, or combination of vehicle acquisition strategies
- Marketing plan
- Fare policies, fare media and equipment
- Budget including estimated capital, operating, and maintenance costs and estimated revenues
- Performance measures
- Recommended service administration and cost sharing options
- Recommend institutional arrangements for operation of service (e.g., joint powers agreement, new transit district, coordination, consolidation, or division of transit services, etc.)
- All other necessary information to coordinate existing and develop new services

Deliverables

- Technical memorandum on service parameters as needed
- Draft transit service implementation plan addressing service parameters outlined above

Task 6: Draft Plan review

CONSULTANT shall present draft plan before the Technical Advisory Committee and the SB County Transit Advisory Council (SBCTAC). The CONSULTANT will evaluate the information and prepare a summary report of the public and agency comments on the draft plan and consultant responses. The plan shall be revised following the opportunity for input.

Deliverables

- Public Workshop on draft Plan
- Review and comment by SBCTAC
- Revisions to Plan
- Presentation of revised final draft to five cities and the County
- Report on comments and responses

Task 7: Prepare and submit Final Transit Plan

Following agency, committee and public input, CONSULTANT shall prepare a final Transit Plan.

Deliverables

- Final Transit Plan approved by SBCAG Board

Task 8: Additional Work Tasks

CONSULTANT is encouraged, given its experience with similar projects to suggest additional work tasks or efforts that would be beneficial to augment the preliminary scope of services currently presented in Section VI. Any suggested additional work task shall include a discussion of the work effort that would enhance the final work product(s), reduce cost, or speed delivery. The cost for Additional Work Tasks shall be addressed separately; see Section VIII (f) Cost Proposal.

Task and Deliverables	
Task 1: Project Management and Administration	
	Project delivery schedule
	Committee meetings and meeting minutes
	Invoice and progress reports
Task 2: Preliminary Coordination, Data Gathering	
	Ridership estimates
	Data summary
	Service issues and options to address issues
	Summary of potential problems and weaknesses preliminary analysis
Task 3: Prepare ridership forecasts	
	Present Methodology
	Prepare ridership forecasts
Task 4: Conduct public scoping	
	Organize and conduct public workshops
Task 5: Prepare Draft Plan	
	Technical memorandum
	Draft plan
Task 6: Public Review	
	Presentation of draft plan to advisory committees
	Presentation of draft plan to public workshop

Task and Deliverables	
	Plan revision and presentation of final draft to five cities and the County
	Report on comments and responses
	Revised plan
Task 7: Prepare and Submit Final Plan	
	Final Transit Plan approved by SBCAG board
Task 8: Additional Work Tasks	
	Suggested additional work tasks

VII. WORK PRODUCTS AND SCHEDULE

SBCAG anticipates a timeframe of not more than six months to complete the Transit Plan and to produce the identified deliverables. CONSULTANT shall be responsible for completing the deliverables listed below within that timeframe. CONSULTANT shall prepare a Project Delivery Schedule in bar chart format that includes sufficient activities to manage their work and identifies all the deliverables listed in the accompanying chart. The work should be shown to be completed within a time frame of no more than six months. However, CONSULTANT is encouraged to identify methods to expedite delivery of the study objectives.

VIII. PROPOSAL CONTENT AND FORM

CONSULTANTS shall submit a proposal containing sections as described in the following outline and include the information described.

A. Executive Summary

This section should include the CONSULTANT'S overall understanding of the project. This section should also provide a brief summary of what is to be covered in the remaining sections of the proposal. CONSULTANT shall briefly outline its qualifications for performing work, its approach for public involvement, its management and technical approaches for the project, and similar project experience. Within this section, the CONSULTANT shall also identify all participating firms cooperating in the effort as sub-consultants and the services to be provided.

B. Technical Approach

CONSULTANT shall outline its technical approach for the implementation of the project. The technical approach shall be submitted in a format that can be used as the Scope of Services that will be attached to and made part of the agreement between SBCAG and CONSULTANT. The content of the technical approach shall include, but is not limited to, the following:

1. A description of the methodology to be used in providing deliverables.
2. A brief discussion of each of the tasks in the scope of services to complete the project. Sub-tasks should be added as necessary to clearly define the Scope of Services.
3. A list of deliverables associated with the tasks defined in Scope of Services.

4. An assessment of supplemental data collection or other items and/or resources that will be required from SBCAG, California Department of Transportation, or other agencies.
5. A discussion of unusual aspects that may be encountered during the development of the North Santa Barbara County Transit Plan.
6. A discussion of supplemental tasks that may be deemed necessary to mitigate impacts, enhance the service, reduce cost or speed delivery of the long range transit plan.

C. Management Approach

CONSULTANT shall include brief resume summaries of each of the key project personnel. Resume summaries should focus on experience and qualifications relevant to the project. CONSULTANT shall also identify and describe a management approach for implementation of the North County Transit Plan, which shall include, but is not limited to, the following:

1. A narrative Management Plan that describes how the CONSULTANT'S team will be organized and managed to ensure that the required work is of high quality and completed within the schedule and budget.
2. A Project Delivery Schedule, which describes the work to be performed to complete the Transit Service Implementation Plan. The schedule shall contain sufficient activities and milestones to adequately describe the services required to complete the project. The schedule should be in a bar chart format.
3. SBCAG has a 10% Disadvantage Business Enterprise (DBE) usage goal for fiscal year 2005-06. CONSULTANT is encouraged to solicit and use DBE services to the maximum extent feasible. Consultants are not required, nor will they be penalized if they do not meet the established goal. Furthermore, CONSULTANT will be given no additional credit for use of DBE firms, but must show in the management approach a good faith effort in soliciting DBE services. CONSULTANT shall identify any subconsultant and the capacity they will serve on the project.

D. Experience of Firm and Personnel

CONSULTANT shall provide a brief description of relevant similar experience by members of the project team. Experience shall be within the last three years. The following information should be included in a table.

1. Provide a brief description of CONSULTANT'S involvement in similar planning efforts. Include technical analysis experience on those projects as well as the following information for reference purposes:
 - Members of CONSULTANT team (by name)

- Project description and services provided
 - Total project cost
 - Total cost of services provided
 - Project start date and completion dates
 - Budget and schedule performance
 - Sub-consultants involved
 - Name, telephone number and address of the CONSULTANT'S contact person
2. Provide a matrix that shows proposed team members (specific individuals by name) and the projects they will work on.
 3. List all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring agency, contract number, name of contracting entity, and reason for termination.

E. Resources

1. CONSULTANT shall provide an estimate of the resources required to complete the project scope of services. The estimate of staff hours should be in spreadsheet format and at a minimum include total hours by task, and name or classification, in addition to a total for the entire project.

F. Cost Proposal

SBCAG is offering this work on a Cost Plus Fixed Fee basis with a total not-to-exceed dollar cost for the total work effort. The budget for this project is \$90,000. The cost proposal shall be fully inclusive of all services required to complete the Transit Service Implementation Plan scope of services, and shall include the CONSULTANT'S overhead rate, profit percent, and an itemized list for direct costs. Costs must be shown in a matrix format, by task, and showing hours and base labor rates per staff member. Also, estimate consultant printing and other production costs for technical memorandums and the final summary report.

The proposal shall be signed by an individual authorized to bind the offer of said proposal. The proposal shall be a firm offer for a minimum of 90 days, and shall contain a statement to that effect. The proposal should contain a statement that all work will be performed at a not-to-exceed price.

IX. CONSULTANT SELECTION PROCESS

SBCAG will conduct the selection process based on the following outline:

- A. SBCAG will assemble a panel of qualified professionals, herein referred to as the "Selection Panel", to assist SBCAG in evaluating CONSULTANT proposals, evaluating oral presentations and making recommendation for selection. This panel may consist of representatives from SBCAG, the County of Santa Barbara, North County cities, transit providers, and CalTrans.

- B. The Selection Panel will evaluate the proposals based on the outlined content requirements described in Section VIII. Each member of the Selection Panel will use the same evaluation criteria and categories to score the proposals. The proposals will be evaluated based on the following scoring criteria:

Category	Weight	Description
Technical Approach	50%	Responsiveness to RFP; comprehension of scope; approach, and identification of deliverables, discussion of alternatives, potential problems, critical path activities; and schedule.
Management Approach	10%	Presentation of organization, responsibilities, management approach, and budget and schedule adherence.
Experience of Firm and Personnel, and Innovation	20%	Similar experience, performance on past projects, technical capabilities, client satisfaction, innovative ideas and processes.
Resources	20%	Staff workload, resource allocation, accessibility of project team.

- C. The Selection Panel will make a recommendation to SBCAG of the top-ranked CONSULTANT for consideration by SBCAG's Executive Director. A recommendation will then be submitted to the SBCAG Board for final approval.

X. GENERAL INFORMATION

A. Contract

SBCAG and CONSULTANT will negotiate a final scope of services that will be part of the executed agreement. A copy of SBCAG's standard form contract for professional and technical services is included in Exhibit E.

B. Proposal Submittal

1. Proposal. Each CONSULTANT shall submit seven (7) copies of the proposal to SBCAG. Proposals must be submitted in a sealed envelope in response to this RFP. Proposals must be received no later than 5:00 PM, Thursday, September 29, 2005 at the following address:

Santa Barbara County Association of Governments
 260 N. San Antonio Rd., Ste. B
 Santa Barbara, CA 93110-1315
 Attention: Michael Powers, Deputy Director

2. Late Submittal. SBCAG shall deem a proposal is late if received at any time after 5:00 PM on Thursday, September 29, 2005 (according to the date stamp at the SBCAG reception desk). Proposals received after this

time on this date will be marked "LATE PROPOSAL", will not be considered and will be returned to the CONSULTANT unopened.

- 3 Proposal Property. All proposals become the property of SBCAG upon submission. SBCAG shall keep all proposals confidential (with the exception of the proposal of the top-ranked CONSULTANT, which becomes public information upon acceptance and award by SBCAG).
- 4 Amendments to RFP. SBCAG reserves the right to amend the RFP by addendum or to waive minor irregularities. If necessary, the proposal submittal deadline will be extended to allow proposers additional time to respond to the RFP addendum.
- 5 Non-Commitment of Authority. This RFP does not commit SBCAG to award an Agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. SBCAG reserves the right to accept or reject any or all proposals received as a result of this request, waive any irregularities, or to modify or cancel in part or in its entirety the RFP, if SBCAG determines it is in the best interest of the SBCAG to do so.
- 6 Cost of Proposal Preparation. The SBCAG shall not be liable for any pre-contractual expenses incurred by any CONSULTANT, whether selected or not. Each CONSULTANT shall protect, defend, indemnify, and hold harmless the SBCAG from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of the entity participating in the preparation of its response to this RFP. Pre-contractual expenses include any of the following:
 - Preparing proposal and related information in response to this RFP
 - Negotiations with the SBCAG on any matter related to this procurement
 - Costs associated with interviews, meetings, travel or presentations
 - All other expenses incurred by the CONSULTANT prior to the date of award and a formal notice to proceed

7. Schedule:

RFP

Activity	Date
RFP Distributed	August 18, 2005
Proposal Submittal Deadline	September 29, 2005
Review completed by Selection Committee	October 17, 2005
Oral Interviews (optional)	October 27, 2003
Top-ranked CONSULTANT selected	November 7, 2003
SBCAG Board Approves Contract	November 17, 2005
Notice to Proceed	November 21, 2005

Project

The following represents a tentative schedule for the project:

Activity	Date
Project Initiation	November 21, 2005
Inventory	December 21, 2005
Ridership Forecasts	January 17, 2006
Public Workshops	January 27, 2006
Draft Plan	March 7, 2006
Revised Final Draft	May 17, 2006
Final Plan approved by SBCAG	June 21, 2006

8. Inquiries. Inquiries concerning this RFP should be directed to:

Santa Barbara County Association of Governments
Michael Powers, Deputy Director
mpowers@sbcag.org
(805) 961-8900

EXHIBIT A

Overview of Transit Services

The following section describes the transportation services provided by the transit agencies, as well as other agencies within each region.

PUBLIC TRANSIT OPERATORS

Major transit operator service areas are shown in Map 2.1. With the exception of County Transit in Cuyama Valley, the region's transit systems are equipped to transport elderly and disabled persons.

In 2003 a total of 8,312,274 rides were provided on public fixed route, demand response, and commuter service throughout Santa Barbara County in FY 2002-2003. Over seven million rides were provided by Santa Barbara Metropolitan Transit District, with all North County transit providing over one million rides. Commuter service provided over 180,000 rides along the North County and the South Coast. A description of the services provided in each region by the operators is included in this section.

South Coast

Fixed Route Transit – The Santa Barbara Metropolitan Transit District (MTD), operating a fleet of 87 vehicles (67 diesel buses, 17 electric buses, and 3 over the road coach buses), provides fixed route transit service on the South Coast of Santa Barbara County. MTD's service area is approximately 52 square miles from Carpinteria to Winchester Canyon at the western end of Goleta. MTD's transit service consists of 26 individual routes operating on a fixed route and schedule basis. In addition, under contract with the City of Santa Barbara, MTD operates four routes dedicated to the Downtown-Waterfront Electric Shuttle service, and a route which supplies shuttle service between the commuter lots and the downtown business district (a total of 31 routes in all), and under contract with the City of Carpinteria, operates an electric shuttle within Carpinteria. MTD's buses operate 363 days per year (service is not provided on Thanksgiving or Christmas Day). The district does not operate any charter, school bus, or demand-responsive services. Booster service² on fixed routes is provided to Santa Barbara area schools, and is available to the general public as well³.

Currently, SBMTD provides fixed route service Monday through Friday 5:00 AM through midnight, Saturday 6:00 AM through 11:00 PM, and Sunday 6:00 AM through 10:00 PM (limited routes).

² MTD booster service is operated only during peak hours and functions to prevent overcrowding on regular lines. Booster services, also known as trippers, are most commonly used to accommodate heavy student and commuter loads.

³ Santa Barbara Metropolitan Transit District. South Coast Transit Plan, 1998.

SBMTD has seen a 1.5% increase in ridership from FY 2001 – 2002, with FY 2002-2003 ridership at 7,005,686. The farebox ratio increased from 38.6% for 2001-2002 to 38.8% in 2002-2003.

Transit Ridership – Santa Barbara County – 1998-2003

Transit System	FY 97-98	FY 98-99	FY 99-00	FY 00-01	FY 01-02	FY 02-03
SBMTD	6,771,399	6,908,101	7,070,701	7,179,394	6,903,482	7,005,686
CART						Service discontinued
Easy Lift Transportation	47,182	54,192	62,469	53,941	50,596	61,388
Guadalupe Flyer		22,027	34,192	N/A	59,058	69,312
Guadalupe Shuttle				N/A	15,780	17,038
SMAT – fixed route	494,026	502,424	539,370	582,300	632,893	684,723
SMAT – demand response	29,313	32,948	26,538	N/A	28,698	26,271
COLT	156,066	128,506	105,059	122,205	207,749	222,042
SYVT – fixed route	24,296	24,956	17,977	26,130	31,023	33,061
SYVT – demand response	See above	See above	5,682	N/A	9,645	6,417
SB County Transit - Cuyama	286	272	275	2,025	2,544	2,505 (est.)
Clean Air Express	83,781	85,008	92,400	125,900	110,458	116,272
Coastal Express					46,293	66,089
Total	7,606,349	7,758,434	7,954,663	8,091,895	8,109,011	8,312,274

FY 97-98 to FY 99-00 source: Regional Transportation Plan 2000-2020, Santa Barbara County Association of Governments.

FY 00-01 source: 2001 Travel Trends Report for Santa Barbara County; Santa Barbara County Association of Governments.

FY 01-02 & 02-03 source: Transit agencies.

Demand Response – Carpinteria Area Rapid Transit (CART) provides general public demand response service within the City of Carpinteria, operated under contract with the city by Easy Lift Transportation, a private non-profit transportation provider.

Paratransit – Under a Memorandum of Agreement, Easy Lift provides the specialized door-to-door paratransit service within MTD's service area comparable to MTD's fixed route service. The service is limited to elderly, frail, and disabled individuals determined to be eligible for the service under the criteria established in the 1990 Americans With Disabilities Act (ADA). Easy Lift is also the designated Consolidated Transportation Service Agency (CTSA) for the South Coast region, responsible for coordination of transportation services for social service agency clients among other functions.

Demand response service is provided through Easy Lift Transportation, which provides service Monday through Friday 5:30 AM through midnight, Saturday 6:00 AM to 11:30 PM, and Sunday 6:30 AM through 10:00 PM.

Santa Maria Area

Fixed Route and Demand Response Service – Santa Maria Area Transit (SMAT), with a fleet of 23 vehicles ranging in size from four-passenger to 32-passenger seating capacity, is the major transportation provider in the Santa Maria area. SMAT, operated by MV Transportation, provides both fixed-route and demand-responsive service. SMAT's fixed route service consists of seven routes. The door-to-door service provides the ADA required paratransit service comparable to the fixed route service for residents in the Santa Maria-Orcutt area determined eligible for the service under the 1990 ADA.

Currently, SMAT provides fixed route and demand response service Monday through Friday, between the hours of 6:00 AM and 7:30 PM, and Saturdays between the hours of 7:30 AM and 6:25 PM.

In fiscal year 2002-2003, SMAT had a 7.5% increase in ridership from fiscal year 2001-2002, with 710,994 boardings. SMAT fixed route service maintains a 18% farebox ratio, while the demand response service, which is supplemented by Measure D funds, maintains a 10.6% farebox ratio. While service efficiencies have brought about increases in ridership, increases in farebox ratios are being offset by increases in operating costs; specifically, insurance, workman's compensation, and fuel.

City of Guadalupe

Deviated Fixed Route Service –The Guadalupe Shuttle provides fixed route in-town circulator service, Monday through Friday between the hours of 10:00 AM and 3:50 PM. The Shuttle had a ridership of 17,038 in 2002-2003, reflecting a 8% increase over the 2001-2002 ridership. This increase in ridership is due to the increasing use of the Shuttle by students at the elementary school and senior citizens accessing the Guadalupe Senior Center. Combined with the Guadalupe Flyer, the Guadalupe Shuttle had a farebox ratio of 14.1% for 2002-2003. Due to its rural status, the Guadalupe Shuttle must maintain a 10% farebox ratio.

Lompoc Region

Fixed Route and Demand Response Service – The City of Lompoc Transit (COLT), with a fleet of ten buses (six 20-passenger diesel buses and four 38-passenger CNG buses), provides fixed route and demand-responsive service to both the city and the unincorporated area of Mission Hills/Vandenberg Village. The transit system is managed by the City of Lompoc and operated under contract with a private carrier, which has a three-year contract with the city. Hospitality House, a nonprofit social service agency, operates the transit service to the U.S. Penitentiary, funded by the City of Lompoc. Hospitality House owns its own vehicle and is not considered a part of COLT. Demand-responsive service is provided on Mondays, Thursdays, and Fridays between Lompoc and the penitentiary.

Currently, COLT provides fixed route and demand response service Monday through Friday, between the hours of 6:30 AM and 8:00 PM, and on Saturdays between the hours of 9:00 AM and 5:00 PM.

COLT had 222,000 boardings in 2003, resulting in an 11% increase in ridership from 2002 to 2003. Currently, COLT maintains a 12% farebox ratio, which is supplemented by Measure D funds for a total farebox recovery of 20% of operating costs.⁴ This ratio has met COLT's goal of increasing the farebox ratio, while extending service provision.

Santa Ynez Valley

Fixed Route and Demand Response Service - Transit service in the Santa Ynez Valley is administered by the City of Solvang. A private contractor, MV Transportation, provides the daily operation of the Santa Ynez Valley Transit service under contract with the City. The City has been the system administrator since September of 1992 under a Memorandum of Agreement between the jurisdictions in the Valley (the County of Santa Barbara, and Cities of Buellton and Solvang). Santa Ynez Valley Transit provides demand-responsive service throughout the Valley and fixed route service along Route 246 between the City of Buellton and the Santa Ynez Valley Airport, and between the unincorporated community of Santa Ynez and the communities of Los Olivos and Ballard. The fleet consists of two nine-passenger mini-vans and two 16-passenger vans. Each vehicle accommodates two wheelchairs.

Santa Ynez Valley Transit provides fixed route and demand response service Monday through Saturday, between the hours of 7:00 AM and 6:30 PM. The 2003-2004 ridership for the months of September through February was 2,403 passengers per month fixed route and 803 passengers per month demand response. This reflects a 7% decrease in the average fixed route ridership and a 56% decrease in the average demand response ridership from the previous reporting year.

2.4.2 INTERCOMMUNITY SERVICE

Intercity and interregional transit operators provide a link between the county's geographic areas. The existing services are outlined below:

Greyhound Bus Lines provides service daily between cities of Santa Barbara and Santa Maria in the region and other California cities to the north and south.

⁴ The farebox ratio is the ratio of fares to operating costs. The maintenance of the farebox ratio at 20% for service in urban areas and 10% for service in rural areas is required by the Transportation Development Act. Local funds, including Measure D funds, can be used by local transit agencies to supplement the fare to operating cost ratio to obtain the 20% ratio.

SMOOTH, under contract with the City of Guadalupe, provides fixed route service between the cities of Guadalupe and Santa Maria. The service includes twelve trips/day five days a week on a one-hour frequency, with nine trips on Saturday. This intercommunity fixed route service is called the Guadalupe Flyer.

SMOOTH also operates a demand-responsive service under contract with the county and the city of Guadalupe with service twice a week (Tuesdays and Thursdays) from the City of Guadalupe to the City of Santa Barbara, and intermediary stops in Santa Maria. The service is offered to the general public for health care purposes (appointments, etc.) on a first-come, first-served basis. Under contract with the County, service is also provided on Mondays, Wednesdays and Fridays between locations in North County and the County Health Care Services complex in Goleta. The service is limited to patients of the facility.

As the designated CTSA for the Santa Maria region, SMOOTH has a contract with the County of Santa Barbara to provide scheduled transportation service four times daily, five days a week between Lompoc and Santa Maria, with "route deviation" capabilities within Santa Maria for DSS CalWORKs recipients and collaborative non-profit or social service agencies. This service is funded through federal TANF incentive funds the County Department of Social Services has been awarded for DSS CalWORKs recipients (families under the CalWorks Incentive program).

Central Coast Area Transit (CCAT) provides service (four round trips daily) between the cities of Santa Maria and San Luis Obispo (in San Luis Obispo County). The City of Santa Maria and the County of Santa Barbara provide funds to help defray the cost of this inter-city transit.

Cuyama Valley Transit Service provides demand response service from Cuyama and New Cuyama to Santa Maria, Ventucopa, Taft, and Bakersfield.

MTD transports passengers between the South Coast communities of Carpinteria, Montecito, Santa Barbara, Goleta, and Isla Vista.

The Clean Air Express brings commuters into the South Coast (Santa Barbara and Goleta areas) from the North County areas of Santa Maria and Lompoc. This service, initiated in 1990, is operated by SBCAG's Traffic Solutions office.

Santa Barbara-Ventura Coastal Express Transit Service provides regularly scheduled, fixed-route intercity express bus service between Ventura and Santa Barbara/Goleta. The service is open to the public for all trip purposes, and is fully accessible to persons with disabilities. The service was initiated on August 8, 2001. The service extends from the Ventura County Government Center to the MTD transfer center in downtown Santa Barbara, with intermediate stops in between, seven days a week, with headways of approximately one hour. Weekday AM and PM peak period buses offer extended service to the Hollister Avenue corridor in Goleta and the University of California at Santa Barbara (UCSB).

2.4.3 PRIVATE TRANSPORTATION

South Coast

Santa Barbara Transportation, Inc., under contract with the Tri-Counties Regional Center (TCRC), provides demand-responsive service to mentally and physically disabled clients.

Westmont College operates a shuttle to take its students to locations around the South Coast.

Santa Barbara Airbus offers service to LAX from locations on the South Coast for \$52 - 57 round trip.

Additionally, several private companies provide limousine service throughout the South Coast, and, a number of private companies provide taxi service 24 hours a day throughout the South Coast.

Table 2.6
ELDERLY AND DISABLED RIDERSHIP
SANTA BARBARA COUNTY TRANSIT OPERATORS
1999-00

OPERATOR	TOTAL RIDERS	TOTAL ELDERLY OR DISABLED	% ELDERLY OR DISABLED
MTD (South Coast)	7,070,701	467,000	6.60%
Easy Lift (South Coast)	62,469	62,469	100%
City of Santa Maria: SMAT			
Fixed Route	539,370	102,500	19%
Demand Response/ Sp. Health Services	26,538	15,000	57%
City of Guadalupe: Guadalupe Flyer	34,192	3,797	11%
City of Lompoc: COLT	133,043	23,000	17%
City of Solvang: Santa Ynez Valley Transit	24,567	9,500	39%
SB County: County Transit (Cuyama)	1550	147	9%
TOTAL	7,892,430	683,413	8.66%

Source: Nelson\Nygaard Consulting Associates, FY98-00 Triennial Performance Audits, May 2001; Elderly, Disabled Ridership from 2001 Transit Needs Assessment, SBCAG, April 2001.

Santa Maria Region

Santa Barbara Transportation, Inc. provides charter busing, school busing, limousine, and taxi service. Bus service is provided to the Santa Maria Elementary School District, Santa Maria Vocational Training Center, Santa Maria High School District, the City of Santa Maria Recreation Department, and the Santa Maria YMCA. Service is also provided under contract with the Santa Barbara Health Initiative and County Special Education.

Lompoc Region

Santa Barbara Transportation, Inc. operates in the Lompoc area transporting mentally and developmentally disabled people under contract with TCRC. Santa Barbara Transportation also provides fixed route school bus service at Vandenberg Air Force Base (VAFB).

The following agencies also provide transportation: Mental Health Services transports acute mentally ill adults from Santa Ynez and Lompoc to a day treatment center in Lompoc; Project Head Start transports preschool children of low-income families in the Lompoc area to a day care center in Mission Hills; the Lompoc Valley Association for Retarded Citizens (LOVARC) transports developmentally disabled persons to LOVARC-sponsored programs throughout northern Santa Barbara County; the Lompoc City Department of Parks and Recreation transports clients of the department's programs; and, the Lompoc Unified School District transports students as allowed by District policy regarding the residence of the students in relation to their school of enrollment.

Santa Ynez Valley

Santa Barbara Transportation, Inc. transports mentally and developmentally disabled people under contract with TCRC.

The Chumash Indian Tribal Council provides free shuttle service seven days a week to and from the Chumash Casino in the Valley from the following locations in the County:

- Montgomery Wards in Santa Maria, hourly, 24 hours a day.
- Wall-Mart in Lompoc every two hours.
- Milpas/Calle Puerta Vallarta in Santa Barbara, four times daily.
- Camino Real Marketplace in Goleta four times daily.

According to the Tribal Chairman, while the service is provided to patrons of the Casino, some people ride the service to access other locations that otherwise has no transportation to the destination.

2.4.4 SOCIAL SERVICE AGENCIES TRANSPORTATION SERVICE (PRIVATE)

South Coast

Social service transportation providers in Santa Barbara County are inventoried by SBCAG as required under Assembly Bill 120, the Social Service Transportation Improvement Act of 1979. The most recent inventory was published in February of 2002.

Of the 204 social services agencies surveyed, 129 responded, resulting in a 65% response rate. In general, more responses were received from agencies representing seniors, the disabled and youth clients than those serving low-income and minority clients.

The involvement of social service agencies in transportation services varied considerably.

- 42% provide no transportation services
- 29% provide direct services through the use of agency or personal vehicles and staff or volunteer drivers
- 9% contract with or refer to a CTSA
- 8% provide transit or private transportation subsidies
- 8% use a variety of other options such as gas vouchers or carpools
- 4% contracted services with transportation agencies

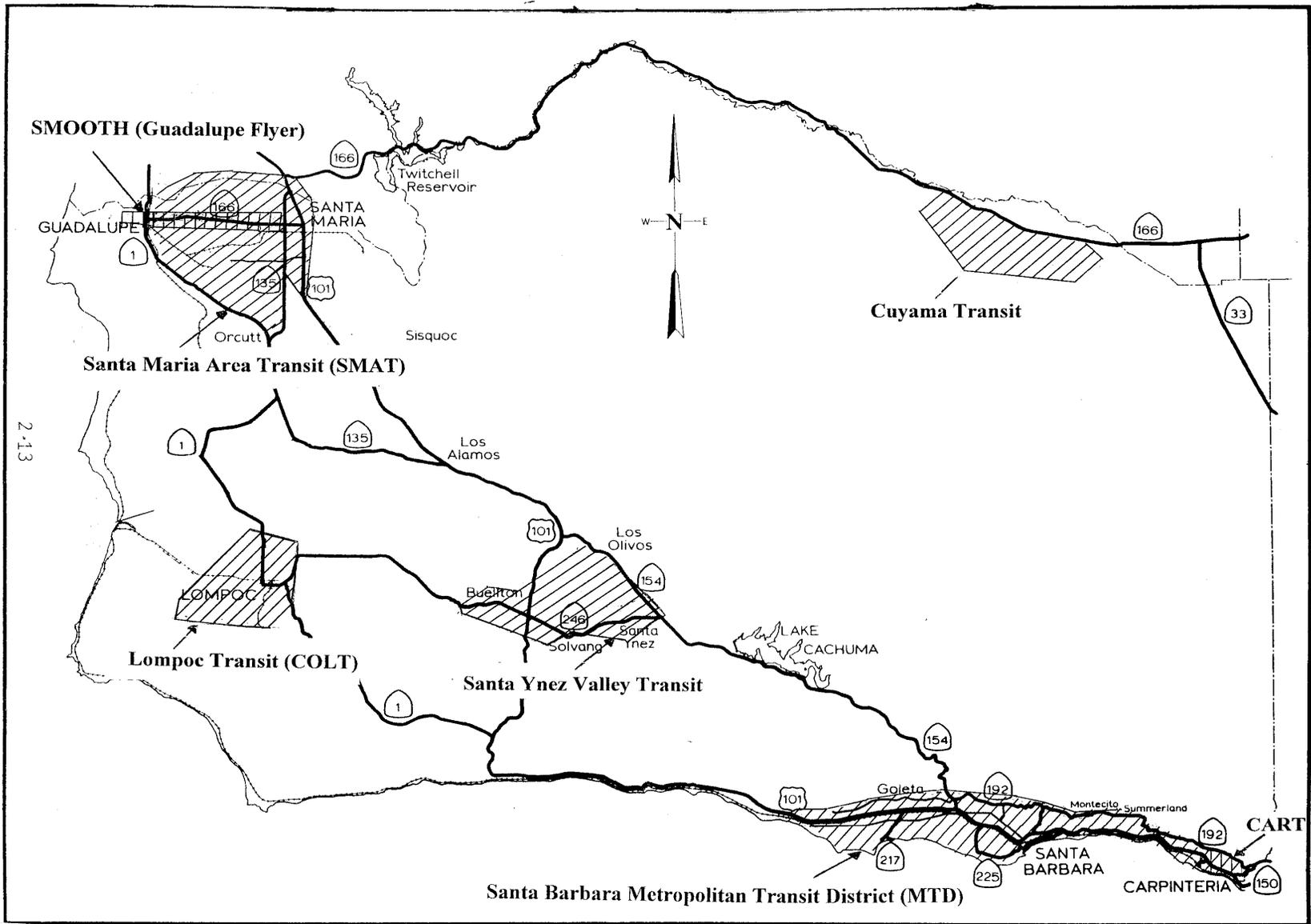
In 2001, social service agencies provided transportation service for 23,767 client riders over 265,596 miles. Of that service, 12,508 client rides over 206,916 miles were delivered by social service agencies using agency or personal vehicles driven by staff or volunteers. Demand response service and CTSAs provided 143,344 client rides over 790,740 miles of service. Low-income and senior clients received the greatest ridership service.

Total cost for transportation service provided by social service agencies was \$ 36.48 per passenger or \$ 3.26 per mile. Total cost for service provided by demand response

agencies was \$ 18.03 per passenger or \$ 3.20 per mile. Total cost for service provided by CTSA's was \$ 21.98 per passenger or \$ 4.04 per mile.

In general, comments from the survey regarding client transportation needs focused on the need for transportation to basic services such as medical and dental clinics, social service programs, government agencies and work.

Map 2.1 TRANSIT OPERATOR SERVICE AREAS



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Attachment B Technical Advisory Committee Membership

Santa Maria Area Transit (SMAT)	Joe Rye	110 South Pine Street, Suite 101 Santa Maria, CA 93458-5082	jrye@ci.santa-maria.ca.us
Santa Maria Organization of Transportation Helpers (SMOOTH)	Harry Watson	509 West Morrison, Suite B Santa Maria, CA 93458	smoothinc_@hotmail.com
City of Lompoc Transit (COLT)	Richard Fernbaugh	City of Lompoc P.O. Box 8001 Lompoc, CA 93438	rfernbaugh@lompoc.ca.us
Santa Ynez Valley Transit	Panye Chooy	1644 Oak Street, Suite 203 Solvang, CA 93463	
County of Santa Barbara Public Works (Transit) City of Solvang	Matt Dobberteen	123 East Anapamu Santa Barbara, CA 93101	mdobberteen@co.santa-barbara.ca.us
City of Buellton	Jeff Edwards	P.O. Box 1819 Buellton, CA 93427	jedwards@mns-engineers.com
Santa Barbara County Association of Governments	Michael Powers	260 N. San Antonio Road Suite B Santa Barbara, CA 93110-1315	mpowers@sbcag.org
California Department of Transportation (CalTrans / District 5)	Pat Mickelson	260 N. San Antonio Rd. Suite B, Santa Barbara, CA 93110-1315	Pat_Mickelson@dot.ca.gov
Vandenberg Air Force Base	Adrian de Silva, MSgt	30 th Transportation Group VAFB, CA 93437	Adrian.desilva@vandenber.af.mil

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**Attachment C
Santa Barbara County Transit Advisory Council
Membership**

Berstein, Corinne	Transit user advocating for senior citizens - SMAT
Bleavins, Polly	Children & Families Commission
Damiano, David	Santa Barbara Metropolitan Transit District
Chooue, Panya	Santa Ynez Valley Transit
De Witt, Susan	Advocate for the transit dependent – Los Alamos
Farrar, Cathy	Transit user advocating for the disabled - COLT
Fernbaugh, Richard	City Of Lompoc Transit (COLT)
Herrera, Carol	Advocate for the transit dependent – Santa Ynez Valley
Bea Merwin	Community Partners in Caring
Matt Dobberteen	Santa Barbara County (Public Works / Transportation)
Hummel, Rick	Life Optional Vocational Resource Center
Palius, Dean	Santa Ynez Valley People Helping People
Wilkins, Bruce	Area Agency on Aging
Rye, Joe	Santa Maria Area Transit (SMAT)
Spry, Kirk	Vocational Training Center
Stotts, Barry	Community Action Network
Watson, Harry	SMOOTH – CTSA ⁵
Andrade, Rene	–Easy Lift - CTSA
Cummings, Randy	National Federation for the Blind
Guzman, Julie	Transit User, advocating for the disabled SBMTD
Kahn, Julie	Transit User, advocating for the disabled SBMTD
Kraus, Howard	R&D Transportation
Lowen, Petra	Independent Living Resource Center
Suman, Bill	Multiple Sclerosis Society
Suhr, Victor	Transit User (senior), SBMTD

⁵ SMOOTH: Santa Maria Organization of Transportation Helpers
CTSA: Consolidated Transportation Service Agency

**Attachment D
Draft Contract**

**AGREEMENT BETWEEN
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND**

**FOR
PROFESSIONAL AND TECHNICAL SERVICES**

THIS AGREEMENT, entered into by the Santa Barbara County Association of Governments (hereinafter referred to as SBCAG) and _____ (hereinafter referred to as CONTRACTOR).

WITNESSETH THAT:

WHEREAS, SBCAG desires to engage CONTRACTOR to render professional and technical services to prepare a Lompoc-VAFB-Santa Maria Intercommunity Transit Service Plan;

WHEREAS, CONTRACTOR has demonstrated its qualifications and willingness to provide the services and undertake the work hereinafter described:

NOW, THEREFORE, the parties do mutually agree as follows:

Article 1 - Statement of Work

CONTRACTOR shall do, perform and conduct in a satisfactory manner, as determined by SBCAG, the services set forth in Appendix A, Scope of Services, of this agreement and in accordance with CONTRACTOR'S proposal dated _____. Appendix A is attached hereto and by reference incorporated herein and made part of this Agreement. CONTRACTOR'S proposal is incorporated by reference.

Article 2 - Time of Performance

The services of CONTRACTOR are to commence after this Agreement has been executed and notice to proceed has been issued to CONTRACTOR by SBCAG. All work described herein shall be completed within _____ months from the date of the notice to proceed.

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Article 3 - Personnel

CONTRACTOR represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONTRACTOR specifies that the Principal in charge and Project Manager shall be _____ and CONTRACTOR staff assignments listed in the CONTRACTOR'S proposal dated _____ shall not be changed without the prior written consent of SBCAG.

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Article 4 - Compensation

CONTRACTOR agrees to perform for the benefit of SBCAG all of the services set forth and described in Appendix "A" of the Agreement. For the performance of the services, SBCAG agrees to pay CONTRACTOR in accordance with the compensation set forth in Appendix "B", Compensation attached hereto and by reference incorporated herein and made part of this Agreement. Total compensation for direct costs paid by SBCAG to CONTRACTOR shall not exceed \$_____. Said compensation includes all costs for direct and indirect labor charges, expenses, overhead, fee and profit, as well as any work that is subcontracted. Costs will be reimbursed on a time and materials basis.

Article 5 - Payment

Payments made under this agreement shall be in arrears and invoices may be submitted at such intervals as CONTRACTOR deems practical, but no more frequently than once a month. Invoice amounts shall not exceed actual costs incurred by CONTRACTOR and shall be in proportion to the amount of work completed. Invoices submitted by CONTRACTOR shall include a brief progress report. SBCAG shall reimburse CONTRACTOR within thirty (30) days of receipt of an acceptable invoice. No more than 90% of the proposed price shall be paid until completion of the entire study.

Article 6 - Reports

Upon completion of all services, CONTRACTOR shall submit to SBCAG a final report in the form of a letter certifying completion of all the tasks set forth and described in Appendix A of this Agreement.

Article 7 - Subcontractors

Subcontractors eligible to work on this project include only those subcontractors listed in the CONTRACTOR'S proposal dated _____ and shall not be changed without the prior written consent of SBCAG.

Article 8 - Insurance

CONTRACTOR shall procure and maintain the following required insurance coverage during performance of this agreement:

- a. Workers' Compensation Insurance with an insurance company acceptable to SBCAG. Statutory Workers' Compensation and employer's Liability Insurance, with limits of at least One Million (\$1,000,000), shall cover all employees while performing any work incidental to the performance of this agreement.
- b. General and Automobile Liability Insurance with an insurance company or companies acceptable to SBCAG. General Liability Insurance shall include personal injury liability with employee exclusion (c) deleted and shall afford coverage for all premises and operations of the CONTRACTOR and/or agents or subcontractors of CONTRACTOR. Automobile Liability Insurance shall cover all non-owned motor vehicles, which are operated on behalf of CONTRACTOR pursuant to activities hereunder. SBCAG, its officers, employees and agents

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shall be named as additional insured. The limit of liability of said policy or policies for general and automobile liability shall be at least Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least Five Hundred Thousand Dollars (\$500,000) per person aggregate. Said policy or policies shall contain a provision or endorsement that the insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if SBCAG has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only.

Current certificates for required insurance shall be maintained at all times during performance of this Agreement in the SBCAG office as a condition precedent to payment by SBCAG under this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by SBCAG, CONTRACTOR shall provide certified copies of any insurance policies to SBCAG within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least THIRTY (30) days after receipt of such notice by SBCAG.

Article 9 - Responsibility for Claims and Liabilities

CONTRACTOR shall defend, at its sole expense, any claim or suit against the SBCAG, their subsidiaries, and their officials alleging injury or loss (including without limitation bodily injury, death, personal injury or property damage) directly resulting from the negligent acts or omissions of CONTRACTOR, its employees or SUBCONTRACTORS in the course of CONTRACTOR'S performance hereunder (and without any contributory or collateral negligence on the part of the above named entities, their subsidiaries, officials, contractors, agents or volunteers) and CONTRACTOR shall pay all costs (including reasonable legal costs) and damages finally awarded; provided that CONTRACTOR is given prompt written notice of such claim or suit and, further, that CONTRACTOR shall be given necessary information, reasonable assistance, and the sole authority to defend or settle such claim or suit.

Article 10 - Assignability

Without the written consent of SBCAG, this agreement is not assignable by contract either in whole or in part.

Article 11 - Termination of Contract for Cause

If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this contract, or if CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement and fails to cure or correct such failure or violation within 15 days of written notice of the same, SBCAG shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, and reports prepared by CONTRACTOR shall, at

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the option of SBCAG, become its property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to SBCAG for damages sustained by SBCAG by virtue of any breach of the contract by CONTRACTOR.

Article 12 - Termination of Contract for Convenience

SBCAG may terminate this contract at any time by giving written notice to CONTRACTOR of such termination. The date of termination shall be the date of notice of termination. In that event, all finished or unfinished documents and other materials shall, at the option of SBCAG, become its property. If the contract is terminated by SBCAG as provided herein, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONTRACTOR covered by this contract, less payments of compensation previously made.

Article 13 - Contract Changes

SBCAG may, from time to time, require changes in the scope of the services CONTRACTOR is to perform or changes in other Articles of this Agreement, including any increases or decreases in the amount of CONTRACTOR'S compensation. Such changes which are mutually agreed upon by and between SBCAG and CONTRACTOR shall be incorporated in written amendments to this contract. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Amendments inconsistent with the provisions and intent of this Agreement may not be utilized.

Article 14 - Access to Records

CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred including support data for cost proposals and to make such material available at their respective offices at all reasonable times during the contract period, and for four (4) years from the date of final payment under the contract, for inspection by any authorized representative of SBCAG. Copies of such material shall be furnished if requested.

Article 15 - Contractor Warranty

CONTRACTOR warrants that he has not employed or retained any company or persons, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, SBCAG shall have the right to annul this contract without liability, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, and gift or

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contingent fee.

Article 16 - Equal Employment Opportunity and Nondiscrimination

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: 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, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. Solicitations for Subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.

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- E. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.
- F. Satisfactory Performance: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from SBCAG. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of SBCAG. This clause applies to both DBE and non-DBE subcontractors
- G. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment Of Withheld To Subcontractors

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions

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Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractors performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- H. Incorporation of Provisions: The Consultant shall include the provisions of Article 16 (A) through (G) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as SBCAG may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request SBCAG to enter into such litigation to protect the interests of SBCAG, and in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Article 17 – Ownership of Documents and Data

All documents, a record, software, reports, or other data developed by CONTRACTOR shall become the property of SBCAG when prepared, whether delivered to SBCAG or not.

Article 18 – Severability

In the event that any of the provisions, or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, SBCAG and CONSULTANT shall negotiate an equitable adjustment in the provisions of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

Article 19 – Notices

Any notices required or permitted to be given pursuant to this agreement shall be given to the following:

To SBCAG: Santa Barbara County Association of Governments
260 N. San Antonio Rd., Ste. B
Santa Barbara, CA 93110-1315
Attention: Michael Powers, Deputy Director

To CONTRACTOR: _____

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IN WITNESS WHEREOF, SBCAG and CONTRACTOR have executed this agreement.

**SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS**

CONTRACTOR

Chair, SBCAG

Date: _____

Date: _____

Jim Kemp
Executive Director

APPROVED AS TO FORM:

Date: _____

Kevin Ready, Sr.,
Deputy County Counsel