SAN JOAQUIN REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING – NOTICE AND AGENDA
10:00 A.M. ON FRIDAY, AUGUST 19, 2022

The Board of Directors of the San Joaquin Regional Transit District (RTD) will hold a regular meeting at 10:00 A.M. on Friday, August 19, 2022, in the Boardroom of RTD's Downtown Transit Center, 421 East Weber Avenue, Stockton, California.

ACCESSIBLE PUBLIC MEETINGS: RTD is committed to ensuring that all meetings are accessible regardless of an individual's ability or access method. RTD will make all reasonable accommodations for persons with disabilities to participate in this meeting. Upon request to the Chief Executive Office, RTD will provide agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number, and a brief description of the requested materials and/or preferred alternative format or auxiliary aid or service at least three workdays before the meeting. Requests should be sent to RTD by mail at P.O. Box 201010, Stockton, CA 95201, by phone at (209) 467-6613, by fax at (209) 948-8516, or by e-mail to BoardSupport@sjRTD.com.

For language assistance, interpreter services, please contact (209) 943-1111. Para información en Español, por favor llame al (209) 943-1111.

1. CALL MEETING TO ORDER

2. MOMENT OF SILENCE/REFLECTION

3. SAFETY ANNOUNCEMENT

4. PLEDGE OF ALLEGIANCE TO THE FLAG

5. ROLL CALL

6. PUBLIC COMMENT

   Each person who addresses the Board shall not make slanderous or profane remarks to or about any member of the Board, staff, or general public. Any person who utters loud, threatening, personal, or abusive language, who is unduly repetitious or engages in extended discussion of irrelevancies, or who engages in any disorderly conduct which disrupts, disturbs, or impedes the orderly conduct of any Board meeting shall, at the discretion of the presiding officer or a majority of the Board, be barred from further audience before the Board during that meeting. All public comments shall be limited to no more than THREE MINUTES.

7. SPECIAL PRESENTATIONS

A. EMPLOYEES OF THE QUARTER
Special recognition of the Administration, Maintenance, and Transportation Employees of the Quarter.

B. YEARS OF SERVICE
Special recognition to retiring employees for their years of service.

C. SAFETY AND SECURITY UPDATES
Safety & Security Manager Thomas Mlady will provide an oral update.

D. BOARD OF DIRECTORS STANDING COMMITTEES SELECTION
Chair Restuccia will appoint Board Members to committees with vacancies.

8. REPORTS

A. CHIEF EXECUTIVE OFFICER UPDATE
CEO Alex Clifford will provide an oral update.

B. MARKETING UPDATE
Supervisor of Marketing and Customer Engagement Maximilian Cao will provide event updates.

C. FINANCIAL UPDATE
July financial reports provided to the Board.

9. INFORMATION ITEMS
Reports provided for information only. Staff will be available to answer any questions.

A. QUARTERLY UPDATE OF SOLICITATIONS
Report of current and anticipated solicitations.

B. QUARTERLY UPDATE OF CONTRACTS AWARDED
Report of contracts awarded April 1, 2022 through June 30, 2022.

C. FEDERAL LEGISLATIVE UPDATE
Report of Legislative Updates prepared by Jordan & Associates.

10. CONSENT CALENDAR

A. RESOLUTION: APPROVING THE MINUTES OF THE JUNE 17, 2022 REGULAR BOARD OF DIRECTORS MEETING
Board approval of minutes.

B. RESOLUTION: AUTHORIZING THE CEO TO PROVIDE A COST-OF-LIVING ADJUSTMENT (COLA) INCREASE TO ALL NON-REPRESENTED EMPLOYEES WHO WERE HIRED OR PROMOTED PRIOR TO JULY 1, 2022, EFFECTIVE AND RETROACTIVE TO JULY 1, 2022, AND APPROVE SIX BOARD POLICY RECOMMENDATIONS CONTAINED IN REPORT
Board approval of COLA increase to all non-represented employees and policy recommendations.

C. RESOLUTION: APPROVING THE LIST OF PERSONS AUTHORIZED TO SIGN ON SAN JOAQUIN REGIONAL TRANSIT DISTRICT'S ON BANK OF STOCKTON ACCOUNTS, SAN JOAQUIN COUNTY TREASURY ACCOUNTS, DEFINED BENEFIT RETIREMENT PLAN ACCOUNTS, 457 (b) DEFERRED COMPENSATION PLAN, AND 401(a) DEFINED CONTRIBUTION PLAN
Board approval of authorization of updated signatories for banking purposes on behalf of RTD.

D. RESOLUTION: AUTHORIZING THE CEO TO EXECUTE A CONTRACT WITH MISSION LINEN SUPPLY FOR MAINTENANCE UNIFORM AND SUPPLY SERVICES, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $300,000 FOR A THREE-YEAR BASE TERM AND TWO ONE-YEAR OPTIONS
Board approval of contract with Mission Linen Supply.

E. RESOLUTION: AUTHORIZING THE CEO TO EXECUTE A CONTRACT WITH PENNINO MANAGEMENT GROUP FOR AN ON-CALL PROJECT MANAGEMENT SERVICES FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $500,000 FOR A FIVE-YEAR BASE TERM AND A ONE-YEAR OPTION
Board approval of contract with Pennino Management Group.

F. RESOLUTION: APPROVING UPDATES TO THE BUSINESS CONTINUITY PLAN
Board approval of updates to The Business Continuity Plan.

G. RESOLUTION: APPROVING DISPOSAL OR AUCTION OF TRANSIT VEHICLE AND DIRECT THE CEO TO DISPOSE OF SURPLUS ITEM IN CONFORMANCE WITH RTD'S SALE OF SURPLUS EQUIPMENT PROCESS AND FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS
Board authorization of disposal of vehicles.

H. RESOLUTION: AUTHORIZING THE CEO TO ISSUE A PURCHASE ORDER TO NEW FLYER, INC. FOR THE PURCHASE OF UP TO FOUR (4) HYDROGEN FUEL CELL ELECTRIC BUSES FOR A TOTAL AMOUNT NOT TO EXCEED $6,600,000
Board authorization to purchase four hydrogen fuel cell electric buses.

11. ACTION ITEMS

A. RESOLUTION: APPROVING BULK RATE DISCOUNT FARES FOR 501(C)(3) NON-PROFIT AGENCIES
Board approval of a bulk rate discount program for eligible non-profit agencies.

B. RESOLUTION: APPROVING NEXT GEN SYSTEM REDESIGN STUDY, AND PHASED IMPLEMENTATION PLAN AUTHORIZING STAFF TO PROCEED WITH PHASE 1
Board approval of study, implementation plan, and phase 1.

12. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
[Paragraph (1) of subdivision (d) of Government Code, Section 54956.9]:
1. Antoinette Jackson vs. San Joaquin Regional Transit District,
WCAB: ADJ11161137
Claim No. SJSO-549340-SAR

13. QUESTIONS AND COMMENTS FROM DIRECTORS AND STAFF

14. ADJOURNMENT

NOTE: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON FRIDAY, SEPTEMBER 16, 2022 AT 10:00 A.M.

DATE POSTED: AUGUST 12, 2022

LEAD STAFF: **ERICKA FRANCO, HUMAN RESOURCES ADMINISTRATOR**

REPORT: **RECOGNITION OF EMPLOYEES OF THE QUARTER**

I. SUMMARY

Employee(s) of the Quarter recognizes staff for their outstanding qualities and contributions towards their department and RTD's goals and mission.

II. DISCUSSION/BACKGROUND

RTD implemented the Employee of the Month (EOM) Program in 2003 to recognize outstanding employees' performance in different departments. Due to the larger number of employees and larger departments after the assumption of County Services, one month was not enough time to properly evaluate qualified employees for the Employee of the Month; therefore, RTD made the decision to switch to Employee of the Quarter (EOQ). This allows RTD's management team a 90-day period to properly evaluate employees and elect the right candidate.

To be eligible for EOQ an employee must meet the following basic criteria:

1. No more than one (1) attendance incident in a 90-day period
   a. Three (3) days of absence = 1 incident
   b. Two (2) tardies = 1 incident
2. Employed at RTD for at least six (6) months
3. Excellent work ethic and conduct by obeying all work rules (no disciplinary action pending or in effect)
4. No preventable accidents (District vehicle and/or personal industrial injury)
5. Not a recipient of the EOQ in the last two quarters
6. Good uniform appearance (Maintenance, Facilities, and Transportation Depts. Only)
7. No emergency ask-offs (Maintenance Dept. only)
8. No valid internal/external complaints/road calls (Maintenance Dept. only)
9. No repeat repairs/comebacks (Facilities Dept. only)
10. Customer comments – review of complaint file for positive and negative complaints (Transportation Dept. only)

RTD selects EOQ's based on the following criteria:

1. Takes initiative, accepts, and carries out additional responsibilities beyond regular job assignments.
2. Provides exceptional internal and external customer service by being courteous and helpful.
3. Projects a positive image and has helpful and cooperative attitude.
4. Exemplifies trustworthy and ethical behavior.

5. Promotes a positive work environment.
6. Comes to work on time, on a daily basis.

The EOQ's are selected as follows:
1. Management and employees will submit their nomination
2. Human Resources will review the nominations to identify if employee meets the qualifications.
3. HR will present the final qualified candidates to the management team for selection at a monthly meeting.
4. Nominees are selected as EOQ when they receive at least a 2/3 majority of the votes cast by members of the management team.

Every EOQ will receive:
1. $100.00 Amazon Gift Card
2. Plaque and acceptance photograph

RTD will recognize EOQ's by posting their photographs in the employee newsletter, "As The Wheels Turn," and at each RTD facility in frames designed for EOQ recognition.

III. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the Board's Strategic Priority 1.
Strategic Priorities:
1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

IV. FINANCIAL CONSIDERATIONS/IMPACT

The required funding in the amount of $4,000.00/year is included in the 2023 fiscal year's Customer Engagement Operating budget within the Recognition Awards – 414000-50932 account.

V. CHANGES FROM COMMITTEE

N/A

VI. ALTERNATIVES CONSIDERED

N/A

VII. ATTACHMENTS

N/A

Prepared by: Ericka Franco, HR Administrator

VIII. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

LEAD STAFF: **ERICKA FRANCO, HUMAN RESOURCES ADMINISTRATOR**

REPORT: **YEARS OF SERVICE RECOGNITION FOR RETIRING EMPLOYEES**

I. SUMMARY

Amado Sanchez joined RTD on August 08, 2005 and was hired as a Utility Worker. Amado retired as a Porter on June 25, 2022. RTD would like to recognize Amado for his 16 years of service.

II. DISCUSSION/BACKGROUND

RTD has benefited from many employees who have chosen to spend a significant number of years with our agency. To recognize the years of service for retiring employees, RTD will present a certificate honoring the time employees have spent with RTD and thanking them for their service. For employees leaving after 15 years or more, RTD will honor them with a commemorative plaque.

These certificates and plaques will be presented to retiring employees in a special ceremony at the next scheduled RTD Board meeting following their retirement. On behalf of all RTD employees, Board members, customers, and the community, RTD management wishes to thank these employees for their service and contribution over the years.

III. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the Board's Strategic Priority 1.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

IV. FINANCIAL CONSIDERATIONS/IMPACT

The required funding in the amount of $125.00 is included in the 2023 fiscal year's Customer Engagement Operating budget within the Recognition Awards – 414000-50932 account.

V. CHANGES FROM COMMITTEE

N/A

VI. ALTERNATIVES CONSIDERED

N/A

VII. ATTACHMENTS

N/A

Prepared by: Ericka Franco, HR Administrator

VIII. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

LEAD STAFF: **MICHAEL RESTUCCIA, BOARD CHAIR**

REPORT: **BOARD OF DIRECTORS STANDING COMMITTEES SELECTION**

I. SUMMARY

- A recent retirement and a new appointment to RTD's Board of Directors has resulted in vacancies on its committees
- RTD's Rules of Procedure require that the Chairman of the Board fill said vacancies

II. DISCUSSION/BACKGROUND

RTD has four standing committees to provide oversight and advise the Board on matters assigned to the committees. A recent retirement and a new appointment to the Board have resulted in vacancies on its committees.

Per section 3.13.3 of the Rules of Procedure, the Chairman of the Board shall appoint committee members at the Board's next regular meeting per section 3.13.1.

Below are RTD's standing committees:

- Facilities Committee
- Finance and Audit Committee
- Personnel Committee (Human Resources)
- City/County/Transit Liaison (CCTL) Committee

Committee assignments for consideration are as follows:

Facilities Committee – Provides oversight of construction projects and review of land needs including site selection.

Current members: Director Singh and Director Giovanetti
Alternate: Director Fong

Finance and Audit Committee – Reviews annual audits and fiscal year operating and capital budgets.

Current members: Director Restuccia second seat is vacant
Alternate: Director Fong

Personnel Committee – Reviews and recommends salary schedule, personnel policies and guidelines, and conduct the CEO's annual review.

Current members: Director Restuccia and Director Giovanetti

Alternate: Director Singh

CCTL Committee – Apprises of policy issues regarding transit in the region.
Current members: Director Fong and Director Singh
Alternate: seat is vacant

At this time, the Chairmen of the Board will appoint committee members with the concurrence of the Board. The Board member first appointed to each committee shall act as its Chairperson.

III. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the Board's Strategic Priority 4.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

IV. FINANCIAL CONSIDERATIONS/IMPACT

None.

V. CHANGES FROM COMMITTEE

N/A

VI. ALTERNATIVES CONSIDERED

Do nothing; this alternative is not recommended as committees with only one member may lose the advantage of thoroughly considering matters assigned to committees.

VII. ATTACHMENTS

N/A

Prepared by: Merab Talamantes, Project Controls Manager

VIII. APPROVALS

Alex Clifford, CEO

LEAD STAFF: **ALEX CLIFFORD, CEO**

REPORT: **CHIEF EXECUTIVE OFFICER UPDATE**

POLICE ACTIVITIES

Officer Zavala worked 14 days and other officers worked 4 days. Their production statistics for June are listed below:

Type of Report Filed	Quantity	Type of Report Filed	Quantity	Type of Report Filed	Quantity
Felony Arrests		Intoxication Arrests		Field Interviews	17
Warrant Arrests		Moving Citations	1	PC 640 Citations	
Other Arrests	1	SMC Citations		Misdemeanor Arrests	1
Parking Citations		Traffic Citations		Abandoned Autos	
Other Citations		Vehicles Towed	1	Narcotics Confiscated	
Calls for Service	35	Weapons Seized		Weapons Confiscated	

Officer Zavala worked 12 days and other officers worked 3 days. Their production statistics for July are listed below:

Type of Report Filed	Quantity	Type of Report Filed	Quantity	Type of Report Filed	Quantity
Felony Arrests		Intoxication Arrests	1	Field Interviews	10
Warrant Arrests		Moving Citations	1	PC 640 Citations	
Other Arrests	1	SMC Citations		Misdemeanor Arrests	1
Parking Citations		Traffic Citations		Abandoned Autos	
Other Citations		Vehicles Towed	1	Narcotics Confiscated	
Calls for Service	17	Weapons Seized		Weapons Confiscated	

MEETINGS SINCE JUNE 17, 2022

RTD participated in meetings of the following committees and organizations:

- **Ad Hoc Committee Meeting – Legal Services:** CEO Alex Clifford, Director Michael Restuccia, Director Gary Giovanetti
- **Ad Hoc Committee Meeting – State & Federal Legislative Advocate Procurement:** CEO Alex Clifford, Director Balwinder Singh, Director Les Fong
- **Altamont Corridor Express (ACE Rail) Meeting with Executive Director Stacey Mortensen:** CEO Alex Clifford
- **American Public Transportation Association (APTA) Board of Directors Meeting:** CEO Alex Clifford
- **APTA Bus Operations Monthly Meeting:** CEO Alex Clifford
- **APTA Business Member Review of Disadvantaged Business Enterprise (DBE) Notice of Proposed Rulemaking (NPRM):** CEO Alex Clifford
- **APTA Legislative Steering Committee Meeting:** CEO Alex Clifford
- **APTA Small Operations Committee Meeting:** CEO Alex Clifford

- **APTA Transit Board Members Seminar:** Director Gary Giovanetti, Director Balwinder Singh, Director Stephan Castellanos
- **Bi-weekly meetings with Pat Jordan of Jordan & Associates Government Affairs:** CEO Alex Clifford
- **Business Council San Joaquin County Membership Meeting with Executive Director Betty Wilson:** CEO Alex Clifford
- **Business Council San Joaquin County Monthly Meeting:** CEO Alex Clifford
- **Community Transportation Association of America (CTAA) Western Regional Meeting:** CEO Alex Clifford
- **California Association for Coordinated Transportation (CALACT) Audit Committee Meeting:** CEO Alex Clifford
- **CALACT Board Meeting in Oxnard:** CEO Alex Clifford
- **CALACT Legislative Committee Meeting:** CEO Alex Clifford
- **California Air Resources Board (CARB) Fiscal Year 2022-23 Clean Truck and Bus Incentive Project (HVIP) Webinar:** CEO Alex Clifford
- **California State Transportation Agency (CalSTA) Infrastructure Investment and Jobs Act (IIJA) Working Group Virtual Meeting:** CEO Alex Clifford
- **California Transit Association (CTA) Executive Committee Meeting in Oxnard:** CEO Alex Clifford
- **CTA Public Employee's Pension Reform Act (PEPRA) and 13(c) Task Force Meeting:** CEO Alex Clifford
- **CTA State Legislative Committee Meeting:** CEO Alex Clifford
- **CALSTART Meeting with San Joaquin Valley Program Manager Valerie Thorsen:** CEO Alex Clifford
- **CALSTART Webinar – Budget Discussion with CA Senator Nancy Skinner:** CEO Alex Clifford
- **CALSTART Webinar – San Joaquin Valley ZEB Working Group: Microtransit:** CEO Alex Clifford
- **Congressman Jerry McNerney Meeting:** CEO Alex Clifford
- **Councilmembers Kimberly Warmsley and Daniel Wright Meeting:** CEO Alex Clifford
- **Downtown Stockton Alliance Board Meeting:** Project Controls Manager Merab Talamantes
- **Eberhardt School of Business at the University of the Pacific Introductory Meeting:** CEO Alex Clifford
- **New Board Member Orientation:** CEO Alex Clifford, Director Stephan Castellanos
- **PG&E CEO Patti Poppe Meeting:** CEO Alex Clifford, Director Michael Restuccia
- **Public Transit "Power Hour" Meeting with SJCOG Executive Director Diane Nguyen:** CEO Alex Clifford
- **San Joaquin Council of Governments (SJCOG) Board Meeting:** CEO Alex Clifford, Director Gary Giovanetti
- **SJCOG Management & Finance Meeting:** CEO Alex Clifford

- **Special Retirement Board Meeting:** CEO Alex Clifford, Director Michael Restuccia, Director Johanna Shick
- **The Bus Coalition Board Meeting:** CEO Alex Clifford
- **The Bus Coalition Investment Committee Meeting:** CEO Alex Clifford
- **Zero Emission Bus Resource Alliance WebEx Meeting:** CEO Alex Clifford

LEAD STAFF: **MAXIMILIAN CAO, SUPERVISOR OF MARKETING AND CUSTOMER ENGAGEMENT**

REPORT: **MARKETING UPDATE**

EVENTS

4th of July Downtown Stockton! Parade

The City of Stockton held its 4th of July parade in Downtown Stockton on Sunday, July 3. RTD participated by showcasing its Veterans bus in the parade. Over 30 RTD employees and their families joined the parade by marching alongside the bus promoting RTD by distributing free all-day bus passes, promotional items, and candy to attendees.

El Concilio Summer Carnival – July 29

On Friday, July 29, RTD participated in the Summer Carnival, featuring a fun-filled day of games, prizes, and music to encourage families to vaccinate. The event was a collaboration of local organizations in conjunction with El Concilio.

Customer Engagement and HR staff were available to provide general transportation inquiries and promote job openings. An RTD electric bus was on display for families to tour and learn how to ride the bus.

RTD Extends Service and Restores Commuter Service – July 31

On Sunday, July 31, RTD extended services on its Express routes 43, 44, 47, and 49, aligned some of its Local Routes to Stockton Unified School Districts' new bell schedules, and restored Commuter Route 150 weekend service.

RTD continues to promote transit equity with extended service hours to provide better connections for non-traditional working hour employees and for students to get to school on time.

Restoring Commuter Route 150 weekend service to Dublin BART provides residents transportation to the Bay Area for shopping, visiting family, recreational activities, and much more.

National Night Out – August 2

On August 2, RTD's Safety and Security staff participated in National Night Out at the San Joaquin County Superior Court organized by the Downtown Stockton Alliance. This annual community event strengthens neighborhood spirits and their relationships with law enforcement by generating crime and drug prevention awareness.

LEAD STAFF: **RAVI SHARMA, FINANCE MANAGER**
DEPARTMENT MANAGER: ROBERT KYLE, CFO

REPORT: **FINANCIAL UPDATE**

I. SUMMARY

- A brief analysis of San Joaquin RTD's financial status is prepared monthly to inform the Board of Directors regarding RTD's actual revenues and expenses in relation to the adopted operating budget for the fiscal year.
- July Cash flows are also included.

II. DISCUSSION/BACKGROUND

Attached are the Operating Revenue and Expense summary report for fiscal year to date ending July 31, 2022. The fiscal year has elapsed 8%.

Revenues

Passenger fare revenues are marginally higher than the budget level due to higher bus pass sales of adult and senior 31-day passes. Transformative Climate Communities Grant (TCC – apprenticeship program) is higher than the budget due to four mechanics currently being enrolled and reimbursed for.

Expenses

The total expenses compared to the budget level is lower mainly due to lower labor and fringe expenses as a result of vacant positions, which resulted in lower retirement plan expenses and medical premium expenses. Vacation accrual expense of represented employees will be recognized in January 2023. Expenses are lower also due to less spending on services, materials, utilities, insurance and miscellaneous expenses.

July Cash Flow

Cash flow for July has a positive result mainly due to receiving FY 2022 Federal 5307 reimbursements.

III. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the Board's Strategic Priorities 3 and 4.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations

6. Innovation

IV. FINANCIAL CONSIDERATIONS/IMPACT

Favorable budget variances in Operating Revenue and Expenses contribute to favorable budget variance in Operating Balance, to date as of July 31, 2022.

V. CHANGES FROM COMMITTEE

N/A

VI. ALTERNATIVES CONSIDERED

There are no alternatives to consider as this is a Monthly Financial Report.

VII. ATTACHMENTS

Attachment A: Fiscal year to date monthly financial report for the period ending July 31, 2022

Prepared by: Ravi Sharma, Finance Manager

VIII. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

San Joaquin RTD
FY2023 Revenue & Expense Summary
Year to Date Comparison to Annual Budget
For the Period Ending July 31, 2022
(8% of Fiscal Year)

	Annual Budget	YTD Budget	Year to Date Actual (Accrual Basis)	Annual Budget Balance	% of YTD Amount vs. Annual Budget	July Cash Flow (amounts in 000's) OPERATING	CAPITAL
REVENUES							
PASSENGER FARES & SPECIAL FARES	$ 2,110,598	$ 168,848	$ 218,443	$ 1,892,155	10%	218	-
NON-TRANSPORTATION REVENUES	769,252	61,540	13,522	755,730	2%	12	-
FEDERAL GRANTS (5307)	5,696,742	455,739	464,729	5,232,014	8%	3,929	-
FEDERAL GRANTS (5311)	550,370	44,030	34,443	515,927	6%	-	-
PROPERTY TAXES	1,269,986	101,599	105,832	1,164,154	8%	-	-
TDA - STA	175,000	14,000	-	175,000	0%	-	-
TDA - LTF	30,186,961	2,414,957	2,436,432	27,750,529	8%	-	-
LCTOP	1,556,856	124,548	129,738	1,427,118	8%	-	-
Transformative Climate Communities Grant (TCC)	109,826	8,786	14,242	95,584	13%	20	-
MEASURE K	5,706,030	456,482	475,457	5,230,573	8%	587	-
FEDERAL American Rescue Plan (5311)	559,632	44,771	-	559,632	0%	-	-
CAPITAL PROJECTS CASH INFLOW	-	-	-	-	0%	-	53
TOTAL REVENUES	$ 48,691,252	$ 3,895,300	$ 3,892,836	$ 44,798,416	8%	4,767	53
CASH INFLOW OPERATING & CAPITAL						4,767	53
TOTAL CASH INFLOW						4,820	
EXPENSES							
WAGES AND FRINGE BENEFITS	33,254,132	2,660,331	1,893,619	31,360,513	6%	2,480	-
SERVICES	4,222,065	337,765	191,549	4,030,516	5%	464	-
MATERIALS & SUPPLIES	3,978,210	318,257	234,369	3,743,841	6%	498	-
UTILITIES	1,194,462	95,557	52,376	1,142,085	4%	118	-
INSURANCE	2,189,381	175,150	88,506	2,100,875	4%	0	-
TAXES	337,278	26,982	8,944	328,334	3%	0	-
PURCHASED TRANSPORTATION	2,163,120	173,050	172,690	1,990,429	8%	314	-
MISCELLANEOUS EXPENSES	1,352,605	108,208	33,923	1,318,682	3%	30	-
CAPITAL PROJECTS CASH OUTFLOW	-		-	-	0%	-	51
TOTAL EXPENSES	$ 48,691,252	$ 3,895,300	$ 2,675,977	$ 46,015,275	5%	3,904	51
CASH OUTFLOW OPERATING & CAPITAL						3,904	51
TOTAL CASH OUTFLOW						3,955	
Net Revenue (Deficit)	-	-	1,216,859			865	
Less Stimulus Grants			-			*0*	
Adjusted Net Revenue (Deficit)			*1,216,859*			*865*	

LEAD STAFF: **MANNY CALUYA, PROCUREMENT SUPERVISOR**

REPORT: **QUARTERLY UPDATE OF SOLICITATIONS**

I. SUMMARY:

- This report provides the Board of Directors a list of all current and upcoming formal solicitations.
- Financial considerations are listed in Attachment A of this report.

II. DISCUSSION/BACKGROUND

The purpose of this report is to provide the Board an opportunity to review and comment on all current and upcoming formal solicitations before they are recommended to the Board for award.

The thresholds for formal solicitations are as follows:

- $250,000+ for services
- $75,000+ for materials, supplies, and equipment
- $3,000+ for FTA funded public works
- $200,000+ for non-FTA funded public works (CUPCCAA)

Attachment A lists all formal solicitations that are currently advertised and anticipated to be advertised for the upcoming quarter.

III. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the Board's Strategic Priorities 3 and 4.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

IV. FINANCIAL CONSIDERATIONS/IMPACT

See Attachment A.

V. CHANGES FROM COMMITTEE

N/A

VI. ALTERNATIVES CONSIDERED

N/A

VII. ATTACHMENTS

Attachment A: Quarterly Update of Solicitations

Prepared by: Manny Caluya, Procurement Supervisor

VIII. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

QUARTERLY UPDATE OF SOLICITATIONS

Solicitation Number	Solicitation Released Date or Anticipated to be Issued	Title	Estimated Award Date	Funding Source	Estimated Amount
23003-S	August 2022	Transit Advertising Services	November 2022	N/A (Revenue)	$50,000 (Annually)
23006-S	July 8, 2022	Legal Counsel Services	October 2022	Operating	$300,000 (Annually)
23007-S	June 29, 2022	Federal Legislative Consulting Services	September 2022	Operating	$50,000 (Annually)
23008-S	June 29, 2022	State Legislative Consulting Services	September 2022	Operating	$50,000 (Annually)

LEAD STAFF: **MANNY CALUYA, PROCUREMENT SUPERVISOR**

REPORT: **CONTRACTS AWARDED FOR THE FOURTH QUARTER OF FY 2022**

I. SUMMARY:

- This report provides the Board of Directors with a list of contracts awarded within the CEO's threshold for the fourth quarter of FY 2022 (April – June 2022).
- The financial impact is listed in Attachment A of this report.

II. DISCUSSION/BACKGROUND

The purpose of this report is to provide the Board with a summary of contracts awarded within the CEO's authority on a quarterly basis, pursuant to Section 1.3 Organizational Structure of RTD's Procurement Manual.

Attachment A is a list of contracts awarded from April 1, 2022 through June 30, 2022.

III. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the Board's Strategic Priorities 3 and 4.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

IV. FINANCIAL CONSIDERATIONS/IMPACT

See Attachment A.

V. CHANGES FROM COMMITTEE

N/A

VI. ALTERNATIVES CONSIDERED

N/A

VII. ATTACHMENTS

Attachment A: Contracts Awarded for the fourth quarter of FY 2022

Prepared by: Manny Caluya, Procurement Supervisor

VIII. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

CONTRACTS AWARDED FOR THE FOURTH QUARTER OF FY 2022

Award Date	Contract Number	Company Name	Title	Contract Amount	Funding Source	Location	DBE
*02/01/2022	22118-S	Keenan & Associates	Health and Welfare Benefits Broker Services	$34,833.00	Operating	Torrance, CA	No
04/05/2022	22119-C	Mark III Construction	Commissioning of Depot Chargers	$23,021.50	State	Sacramento, CA	No
05/16/2022	22121-C	C&R Fence Contractors, Inc.	Entry Gate Track Replacement	$2,254.00	LTF	Stockton, CA	No

** Not included in the previous report. The contract was not fully executed until after the previous board report was submitted.*

LEAD STAFF: **ALEX CLIFFORD, CEO**
PREPARED BY JORDAN & ASSOCIATES

REPORT: **FEDERAL LEGISLATIVE UPDATE**

THE BIDEN ADMINISTRATION/EXECUTIVE BRANCH

June 22, 2022. President Biden endorsed a three-month suspension of the 18.4 cent-per-gallon federal excise tax on gasoline. The President urged Congress to pass a three-month fuel tax holiday and also suggested that states match the federal holiday with their own fuel tax suspensions. The President's call for suspending the federal gas tax has little support on Capitol Hill among key lawmakers. House Transportation and Infrastructure Chairman Peter DeFazio (D-OR) strongly opposes the President's proposal. Senate Environment and Public Works Chairman Thomas Carper (D-DE) released a statement that other options for lowering energy costs should be explored. Republican leaders have been quick to condemn the idea. A gas tax holiday bill has not yet been introduced in Congress. https://bit.ly/3NPgTJN

Effect on RTD: The federal gas tax holiday does not have much support in Congress and is unlikely to be approved.

APPROPRIATIONS/BUDGET

July 28, 2022. Senate Appropriations Committee Democrats released their version of the 12 annual appropriations bills. The bills do not have any chance of becoming law in their current form. Senate Appropriations Committee Chair Patrick Leahy (D-VT) said in July that the Committee will not take any action on the FY 2023 spending bills. So, the bills the Committee released are seen as the opening negotiating position of Senate Democrats for negotiations on a final FY 2023 spending package. Nevertheless, the Committee released a complete package of information, including bill text, committee reports, and summaries for each bill, giving the appearance that the Committee had approved the bills. The draft FY 2023 Transportation, Housing and Urban Development, and Related Agencies (THUD) Appropriations bill, together with the IIJA advance appropriations, provides a total of $21.1 billion for public transit in FY 2023. This represents an increase of $565 million, or three percent from the FY 2022 enacted level. The bill also provides $16.9 billion for passenger and freight rail in FY 2023, an increase of $325 million or two percent from the FY 2022 enacted level. Bus and Bus Facility Programs received $355 million in additional funding, which is higher than the funding levels in the House-passed FY 2023 THUD Appropriations.
The Section 5339 (c) Low or No Emission Bus Competitive Grants received $208 million, which is $135 million higher than authorized in the IIJA. The Senate funding level for

the Low-No Program is also $60 million higher than the House-passed FY 2023 THUD Appropriations. The Section 5339 (b&c) Bus Competitive Grants received $701 million in the Senate FY 2023 THUD Appropriations, which is $245 million higher than the House-passed bill. Unlike the House-passed FY 2023 THUD Appropriations, the Senate spending measure does not include a provision that would allow public transit agencies to treat fuel for vehicle operations as associated capital maintenance.

The Senate bill also includes the Valley Link Rail Project Phase 1 in Livermore, CA in the New Starts Project Development section. The San Joaquin Valley Regional Rail Authority (Authority) anticipates the project will cost $1.8 billion and seeking approximately $450 million (25 percent) from the Federal Transit Administration Capital Investment Grants Program. The Authority anticipates completing project development activities by Summer 2024. A full funding grant agreement is anticipated in 2025. https://bit.ly/3bIkoVt

Effect on RTD: Bus and Bus Facilities Grant Program and the Low-No Emissions Program received significant funding increases over the IIJA authorization levels.

July 28, 2022. Senator Joe Manchin (D-WV) and Senate Majority Leader Chuck Schumer reached an agreement on a budget reconciliation deal, known as the Inflation Reduction Act, that includes $450 billion in tax increases and $369 billion in new spending and tax credits for energy independence and greenhouse gas emission reductions. This was in addition to prescription drug and Affordable Care Act subsidy extensions.

On transportation, this includes $8.8 billion through September 30, 2026, in new transportation spending, including:
The Federal Highway Administration (FHWA) would administer the new competitive grant program, Neighborhood Access & Equity Grants, to state and local governments and metropolitan planning organizations to (there is a strong resemblance to the DOT Reconnecting Communities program from the IIJA that was funded far below levels proposed by the President):

- Improve walkability, safety, and affordable transportation access through construction of projects that are to remove, cap, lower,
- Slow down existing roads and bridges, build,
- Improve complete streets, multiuse trails, regional greenways,
- Active transportation networks,
- Provide affordable access to essential destinations, public spaces, or
- Transportation links and hubs and build noise barriers.

It would set aside $1.1 billion of the funding for communities that are economically underserved and $42 million for technical assistance to applicants.

The bill also includes:

- $100 million for FHWA assistance to state and local governments and metropolitan planning organizations to facilitate the development and review of documents for the environmental review process for proposed projects,
- $2 billion for FHWA incentives for the use of low-carbon construction materials,
- $1 billion for EPA grants for 100% of the replacing state and local government heavy-duty vehicles with zero-emission vehicles, purchasing fueling infrastructure for zero emission vehicles, with and workforce development and training to support heavy-duty zero emission vehicles, with $400 million set aside for grants to non-attainment areas,
- $875 million to support up to $4 billion in loans for low-income housing energy efficiency and water efficiency improvements,
- $4 billion for grants to the states to support whole home energy efficiency rebates,
- $4.275 billion for grants to the states to support high-efficiency electric home rebates,
- $250 million for new EPA competitive Greenhouse Gas Air Pollution Planning Grants to state and local governments,
- $4.75 billion for new EPA competitive Greenhouse Gas Air Pollution Implementation Grants to state and local governments,
- $2.8 billion for new EPA competitive Environmental and Climate Justice Block Grants to local governments in partnership with community-based nonprofits,
- $975 million for the General Services Administration emerging technologies,
- $297 million for renewable aviation fuels,
- Extension of the alternative fuels tax credit through 2024, and
- Creation of a 30% tax credit for the purchase of clean fuels commercial vehicles (including buses) with a $40,000 per vehicle cap.

The original Build Back Better Act passed by the House last summer included $39 billion for transportation. Some of the items passed by the House and included in the December 2021 Senate draft that are **not** in the Manchin-Schumer draft are:

- $10 billion for public transit access to affordable housing,
- $4 billion for community climate incentive grants, including a set-aside to require a greenhouse gas performance measure for new road projects,
- $10 billion for new high-speed rail grants,
- $9.5 billion for Economic Development Administration grants,
- $2.14 billion for the Coast Guard, and
- $2.5 billion for port infrastructure grants (although the Manchin-Schumer package includes $3 billion to the EPA for grants to improve port air quality).

https://bit.ly/3zMMsiq

Effect on RTD: The budget reconciliation bill does not contain transit provisions that will directly affect RTD. The Neighborhood Access and Equity

Grants Program could provide an ancillary effect for increasing transit access in the community.

July 12, 2022. Senate Appropriations Chairman Patrick Leahy (D-VT) is planning to forgo markups and instead simply post his panel's versions of 12 FY 2023 appropriations bills at the end of July unless he gets cooperation from Republicans. Unless Republicans engage in negotiations over topline funding levels to Chairman Leahy's satisfaction, skipping markups and posting the bills publicly is the plan. Since the Senate Appropriations Committee is tied 15-15 between Democrats and Republicans, Democrats cannot report a spending bill without Republican support. July 28 is seen as a target date for Leahy to post the bills publicly, though no specific timing decision has been announced. Senator Leahy is recovering from hip replacement surgery after falling on June 29. It does not appear that Leahy's surgery and absence will have a major effect on the appropriations process, with the negotiations currently stalled. Ranking Member Richard Shelby said he thinks it will be fall before a full bipartisan agreement is reached. The idea that Republicans would agree to a topline and negotiate the appropriations bills before the November elections was always slim, since Republicans believe they will win control of the House and possibly Senate in the midterm elections. If Republicans take control of one or both chambers, they will have more clout in negotiations in the lame duck session or in the next Congress.

Effect on RTD: Democrats on the Senate Appropriations Committee will likely post the FY 2023 Transportation-HUD spending bill on their website by the end of July. RTD will know Senate Appropriations Committee funding levels at that point for FTA bus formula and competitive programs.

July 8, 2022. The House Rules Committee announced that they will be combining the FY 2023 THUD Appropriations bill (H.R. 8294, House Report 117-402), with five other FY 2023 spending bills (Agriculture/Rural Development, Energy & Water Development, Financial Services/General Government, Interior/Environment, and Military Construction/Veterans) and moving the combined package to the house floor the week of July 11. The date for the House Rules Committee meeting has not yet been announced.

Effect on RTD: The FY 2023 THUD Appropriations may be passed in the House the week of July 11. The bill still needs to be considered in the Senate.

July 6, 2022. Negotiations restarted on possible FY 2022 budget reconciliation legislation between Senate Majority Leader Chuck Schumer (D-NY) and Joe Manchin (D-WV). Senate Schumer tested positive for COVID on July 10 but this development is not expected to slow negotiations. The Senate Finance Committee posted the text of Medicare prescription drug purchasing legislation on July 6, which will be part of the downside reconciliation package. A package of tax increases is also coming soon, along

with what is supposed to be over $300 billion of climate-related spending. It is still unknown how much of the $44 billion in transportation-related funding from the December 2021 draft Senate version of the bill will be included with the climate spending, and whether or not a Manchin-approved bill will include tax credits from the House bill to subsidize electric vehicle purchases by consumers.

Effect on RTD: The December 2021 draft Senate reconciliation bill included $10 billion for the Affordable Housing Access program to support access to affordable housing and enhance mobility for low-income individuals and residents of disadvantaged or persistent poverty communities. Funds would be administered through a competitive process jointly established by the Secretary of Housing and Urban Development and the FTA. It is unclear if this program will be included in a current reconciliation draft bill.

June 23, 2022. The FY 2023 THUD Appropriations were approved, fully funding public transit authorizations in the IIJA. The spending bill together with the IIJA's advance appropriations, provides a total of $21.7 billion for public transit in FY 2023, an increase of $1.2 billion (six percent) from the FY 2022 enacted level. This total is $416 million greater than the amount authorized in the IIJA.

Transit formula grants would receive $13.6 billion, an increase of $1.5 billion above the FY 2022 level. Other transit highlights of the bill include (comparison to FY 2022):

- $3 billion for Capital Investment Grants (+764m) and
- $646 million from the General Fund for Transit Infrastructure Grants for select FTA programs, (+$35.5m) including $200 million for Bus and Bus Facilities Grants and $75 million for Low or No Emissions Grants.

The RAISE discretionary grant program (formerly BUILD/TIGER) would receive $775 million, the same as FY 2022. When combined with the advance appropriations included in the IIJA, the House provides $2.3 billion for RAISE grants in FY 2023, the same as the FY 2022 enacted level.

The bill also includes $3.8 billion for the Federal Railroad Administration (FRA), which is $500 million more than the current year. Funding highlights include:

- $630 million for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant program (+5m),
- $2.3 billion for Amtrak, (+13.6 million), and
- $455 million for the Federal-State State of Good Repair (SOGR) Partnership Grants (+455m).

The bill does not include the $50 million for Fleet Transition Plans that the President included in his budget. The IIJA requires that any application for projects related to zero-emission vehicles include a Zero-Emission Transition Plan. The cost of developing a transition plan is not eligible under the Buses and Bus Facilities or Low-No Program, but is eligible under the planning programs (49 U.S.C. § 5305) as well as under the urbanized area formula (49 U.S.C. § 5307) and rural area formula programs (49 U.S.C. § 5311).

Senate Appropriations Committee Chairman Patrick Leahy (D-VT) announced that the Senate Appropriations Committee will start marking up its FY 2023 appropriations after the July Fourth recess. Senator Leahy's unexpected fall and hip surgery on June 30 could sideline the 82-year-old Senator for weeks. The Senator's prolonged absence could complicate his plan for the Appropriations Committee to mark up its FY 2023 spending bills in July. Floor votes require a senator's physical presence, while committee votes can be conducted by proxy, so it is possible for markups to proceed without Leahy in attendance. https://bit.ly/3alQBRI

Effect on RTD: Bus and Bus Facilities Grant Program and the Low-No Emissions Program received additional funding as authorized through the IIJA.

FEDERAL REGISTER NOTICES OF FUNDING OPPORTUNITY (NOFOS) – GRANT AWARDS

August 10, 2022. RTD was awarded $3.9994 million through the FTA Low-No Competitive Bus Program to purchase five hybrid electric buses to serve a dense area of minority, immigrant, and low-income communities that are closely integrated with railroads, port, industries, and goods movement. The total cost of the project is $4.743 million. The FTA announced a funding opportunity on March 4 to apply for $1.1 billion in competitive grants under the FY 2022 Low or No Emission Grant Program and $372 million in FY 2022 funds under the Grants for Buses and Bus Facilities Program. Applications were due on May 31.

Effect on RTD: RTD will be able to purchase five hybrid electric buses to serve a minority low-income community in Stockton.

August 9, 2022. The FTA announced a $6 million NOFO to help improve people's access to affordable transportation, especially in areas that lack efficient and convenient transit options. The Mobility, Access and Transportation Insecurity: Creating Links to Opportunity Program will involve FTA partnering with one organization as program lead to develop and implement a research and demonstration program to improve access to affordable transportation options for everyday destinations. Eligible activities include: data collection, transportation feasibility study and analysis; economic analysis, and stakeholder engagement and outreach, among others. https://bit.ly/3SJ00DY

August 4, 2022. The FTA announced the selection of a research group led by Inventey in Detroit, Michigan, to carry out the Bus Exportable Power Systems (BEPS) Program. The Program will enable transit agencies to access power options through hybrid, electric or fuel-cell buses during major power disruptions. Inventey will receive $994,140 and lead a team including the Society of Automotive Engineers, Next Energy, Proterra, and the City of Detroit. https://bit.ly/3pdqCzH

July 29, 2022. The U.S. Department of Transportation (DOT) announced new guidance and $7.3 billion in formula funding to help states and communities better prepare for and respond to extreme heat. This is a new program authorized by Congress in the IIJA. Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program funding is available to states over five years to make transportation infrastructure more resilient to future weather events and natural disasters. Eligible projects include highway and transit projects, bicycle and pedestrian facilities, and port facilities. States are encouraged to work with regional and local organizations to prioritize transportation and emergency response improvements, as well as address vulnerabilities. California will receive $631 million over a five-year period. A discretionary funding opportunity for the PROTECT Program will be released later this year. https://www.fhwa.dot.gov/bipartisan-infrastructure-law/protect_fact_sheet.cfm

June 30, 2022. The U.S. Department of Transportation (DOT) released its NOFO on the *Reconnecting Communities Program* (RCP), an IIJA-established program providing $1 billion in new competitive grant funding to cities and other local governments, MPOs and non-profit organizations, among other eligible entities. While the program targets highway removal, bridges, and railways that have historically divided neighborhoods and urban populations, FHWA Deputy Administrator Stephanie Pollack stated that eligible projects for grants could also include transit, pedestrian walkways, linear parks and trails, roadway designs, Complete Streets conversions, and main street revitalizations.

Over five years, 25 percent of these resources will be provided for eligible planning efforts and 75 percent for eligible capital projects. The federal share for planning grants may not exceed 80 percent, and the federal share for capital grants may not exceed 50 percent. Planning grant awards will range from $100,000 - $2 million, with capital grant awards ranging from $5 million - $100 million.

The NOFO describes how $195 million in initial grant funding (FY 2022 funds) will be allocated under this new program to "help reconnect communities that were previously cut off from economic opportunities by transportation infrastructure. Reconnecting a community could mean adapting existing infrastructure– such as building a pedestrian walkway over or under an existing highway– to better connect neighborhoods to opportunities or better means of access such as crosswalks and redesigned intersections."

Applications are due October 13, 2022, with DOT expecting to announce grant awards in early 2023. To support your cities in applying for these funds, U.S. DOT will be hosting stakeholder webinars, with an initial session scheduled for Thursday, July 14 (12 pm EST). https://bit.ly/3yomVeu

Effect on RTD: Transit agencies are not eligible to apply for funding under this program, therefore RTD is not directly affected. The City of Stockton could apply for funding that improve access to transit for pedestrians.

June 23, 2022. The FTA awarded $16.2 billion to 40 projects in 32 states and two territories through FTA's Areas of Persistent Poverty (AoPP) program. The grants are for providing better transit for residents who have limited or no transportation options. AoPP grants are awarded for planning, engineering, and technical studies or financial plans to improve transit in Census-defined low-income areas. https://bit.ly/3bQx4Js

Effect on RTD: This program may be helpful to RTD. Two projects in California were awarded. The Eastern Contra Costa Transit Authority will receive $100,000 to complete an integrated transit plan that will recommend ways to streamline coordination between county transit systems and independent mobility providers. The plan is designed to improve transit technology, fare integration, fleet modernization/electrification, and innovative first- and last-mile options. The Tulare County Regional Transit Agency was awarded $315,000 to develop a framework for a regional, electric, on-demand transportation service. The framework will lead to reductions in greenhouse gases and improved access to healthcare and jobs for 51 high-poverty areas. The framework will also include a plan to expand its regional call center and explore a next-generation fare system and zero-emission buses.

June 16, 2022. The FTA announced awards of $8.4 million to 17 projects in 16 states to improve public transportation for underserved groups, with a focus on health and wellness. FTA's Innovative Coordinated Access & Mobility (ICAM) Pilot Program increases access for people who need transportation to health appointments. https://bit.ly/3bJdwGK

Effect on RTD: RTD did not apply for funding for this program. The District could benefit if there is a need to provide transportation to medical appointments in the community.

OTHER REPORTS/NOTICES/NEWS ARTICLES

July 25, 2022. The FTA published the Medical Fitness for Duty and Fatigue Risk Management Report as part of the FTA Standards Development Program. The report assesses current standards and identifies gaps in practices for fatigue risk management, hours of service for transit workers, route and personnel scheduling medical examination certifications, testing for sleep disorders, and training. https://bit.ly/3dafEIj

July 22, 2022. The FTA published a notice in the Federal Register on July 15 that proposed changes and clarification sot National Transit Database (NTD) safety and security reporting requirements. The notice contains two proposed changes and clarifications. The IIJA creates a new definition for an assault on a transit worker. The FTA will address this with four updates to the NTD. The IIJA also requires grant recipients to report "any data on fatalities that result from an impact with a bus." Rural, reduced, and asset-only reporters do not currently report this data to the NTD. https://bit.ly/3PhImEB

July 19, 2022. The FTA published the Transit Bus Accident Investigations—Background Research Report, which supports FTA's Effective Practices in Transit Bus Accident Investigations Report. The background research focuses on the Safety Management Systems (SMS) approach and can help guide public transit agency decision-making and support accident investigation procedure modification. https://bit.ly/3JK7MJM

July 13, 2022. FTA issued a correction notice updating its FY 2022 Apportionments, Allocations, Program Information, and Interim Guidance. The original notice, published April 28, 2022, provided information on the FY 2022 funding available for FTA programs and provided guidance and requirements. The Correction Notice updates the April 2022 Apportionment Program notice regarding:

- Pre-award authority;
- The expenditure deadline for the Transportation Economic Recovery Grants (TIGER), Better Utilizing Investments to Leverage Development (BUILD) discretionary grants, and Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grants;
- The authorized amounts for FY 2022-2026 for the Section 5311 Formula Grants for Rural Areas Program; and
- The authorized and appropriated amounts for the FY 2022 Rural Transportation Assistance Program funding.

https://bit.ly/3jzlpiK

July 12, 2022. The FTA published a reminder that transit agencies receiving Section 5307 funding and serving a large urbanized area have until July 31, 2022 to establish a Safety Committee as part of the IIJA changes to the Public Transportation Agency Safety Plan (PTASP) requirements. The Safety Committee must have an equal number of frontline employee representatives and management representatives. The FTA expected the Safety Committee to approve an update to the Agency Safety Plan by December 31, 2022. https://bit.ly/3AsnUX8

Effect on RTD: The FTA published a Dear Colleague Letter on February 17 regarding changes to PTASP requirements. RTD should review their Agency Safety Plan to determine if it meets the new requirements of the IIJA.

July 11, 2022. The FTA published a Dear Colleague letter regarding the National Environmental Policy Act (NEPA) and early acquisition of real property. The intent of the letter is to remind project sponsors of FTA's policies on early acquisition when Federal funds will be, or are anticipated to be, used for the purchase or development of the acquired property. The letter describes exceptions that allow for early acquisition and includes a link to FTA Real Property Acquisition and NEPA Frequently Asked Questions, which further clarifies how real property acquisition relates to the environmental review process. The Dear Colleague letter emphasizes that an FTA-funded project is compliant with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," through which a project sponsor must consider the effects of any acquisition on environmental justice populations (including homeless individuals). https://bit.ly/3yYnYDs

Effect on RTD: RTD should review FTA's policies on early acquisition when Federal funds are used for the purchase of acquired property.

July 7, 2022. The DOT released a new proposed rule which would require state DOTs and MPOs to establish declining carbon dioxide (CO2) targets and a method for the measurement and reporting of greenhouse gas (GHG) emissions associated with transportation under Title 23. The new rule is similar to a GHG performance measure rule proposed by the Obama Administration in April 2016 which was later withdrawn by the Trump Administration in May 2018 after debate over whether or not DOT had the legal authority to issue the rule. The IIJA authorizes more than $27 billion in federal funding to help state DOTs and MPOs meet their declining GHG targets. The new rule would establish a national framework for tracking state-by-state progress by adding a new GHG performance management measure to the existing FHWA national performance measures to help states track performance. The proposed rule is expected to be published in the Federal Register soon. https://bit.ly/3IwU0JU

Effect on RTD: The DOT proposed rule is controversial, since there is no explicit legislative authority in the IIJA to implement a GHG performance program. If Republicans take control of either or both chambers of Congress this fall, there will likely be amendments to the FY 2024 appropriations bills to prevent this rule from moving forward. The proposed rule does not affect RTD.

June 23, 2022. The FTA issued a Notice of request for comments for the Public Transportation Safety Agency Plan (PTASP). The Office of Management and Budget (OMB) is reviewing the information and must provide 30 days for public comment. The PTASP regulation establishes requirements for Agency Safety Plans. The regulation requires States and public transportation agencies to develop Agency Safety Plans based on the Safety Management Systems (SMS) approach. Each PTASP must include an approval from the recipient's Board of Directors; methods for identifying and evaluating safety risks throughout all elements of the public transportation system, strategies to minimize the exposure of the public, personnel, and property to hazards

and unsafe conditions, as well as other factors listed in the notice. Comments must be submitted by July 25. https://bit.ly/3NNUA72

Effect on RTD: This is a minor notice that is informational. RTD is not affected.

June 22, 2022. APTA Members advocated for federal investment in public transit and passenger rail prior to the subcommittee markup of the FY 2023 Transportation Appropriations. Ninety-six APTA business members, transit board members and CEOs met in-person and virtually with 138 congressional offices at APTA's Legislative Advocacy Day Fly-In on June 22, to champion the critical value of federal investment in public transportation and passenger rail. https://bit.ly/3ReOuQd

Effect on RTD: This is informational.

LEAD STAFF: ALEX CLIFFORD, CEO

I. RECOMMENDED ACTION:

Approve the minutes of the June 17, 2022 Regular Board of Directors meeting.

II. SUMMARY

- Staff is providing the meeting minutes of the June 17, 2022 Regular Board of Directors meeting.
- Meeting minutes are recorded after each meeting and will be provided for approval at the following regularly scheduled meeting.

III. DISCUSSION/BACKGROUND

Meeting minutes are prepared by staff and serve as an official public record of actions taken by the Board of Directors. Once approved, minutes are filed and will remain in RTD's archives as documentation of the Board's adherence to RTD's Rules of Procedure. Minutes will be made available to any member of the public upon request.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This recommendation aligns with the Board's Strategic Priority 4.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

None.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

None.

VIII. ATTACHMENTS

Attachment A: Draft minutes of the RTD Board of Directors Regular Meeting of May 20, 2022
Attachment B: Resolution

Prepared by: Erica Smith, Executive and Board Support Specialist

IX. APPROVALS

Alex Clifford, CEO

Attachment A
Cover Page

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN REGIONAL TRANSIT DISTRICT FRIDAY, JUNE 17, 2022

The Board of Directors of the San Joaquin Regional Transit District (RTD) held a Regular Meeting at 10:00 a.m. on Friday, June 17, 2022 in the Boardroom of RTD's Downtown Transit Center, 421 East Weber Avenue, Stockton, California.

1.	CALL MEETING TO ORDER		Chair Michael Restuccia called the meeting to order at 10:00 a.m.
2.	MOMENT OF SILENCE/REFLECTION		Chair Restuccia called for a moment of silence and reflection.
3.	SAFETY ANNOUNCEMENT		Safety and Security Manager Thomas Mlady made a Safety Announcement.
4.	PLEDGE OF ALLEGIANCE TO THE FLAG		Chair Restuccia led the pledge.
5.	ROLL CALL	Present:	Michael Restuccia, Chair Gary Giovanetti, Vice-Chair Stephan Castellanos, Director Les Fong, Director Balwinder Singh, Director

Staff Participating
Alex Clifford, CEO
Al Hoslett, RTD Legal Counsel
Merab Talamantes, Project Controls Manager
Erica Smith, Executive and Board Support Specialist
Ciro Aguirre, Chief Operating Officer
Robert Kyle, Chief Financial Officer
Mike Thompson, Chief Administration and Innovation Officer
John Coose, Facilities Superintendent
Brad, Menil, Maintenance Superintendent
Keo Xanouvong, Transportation Superintendent
Virginia Alcayde, Director of Financial Planning
Ravi Sharma, Finance Manager
Maximilian Cao, Supervisor of Marketing and Customer Engagement
Max Calder, Mobility Manager
Manny Caluya, Procurement Supervisor
Dámaris Galvan, Service Development Manager
Eric Williams, Grants Manager
Malika McGee, Human Resources Manager

Members of the Public Participating
Joni Bauer, Retired Board Member
Donna DeMartino, Retired CEO
Gloria Salazar, Retired CEO
Nate Knodt, RTD Retiree

6. PUBLIC COMMENTS
No public comments were made.

7. SPECIAL PRESENTATIONS

A. RESOLUTION NO. 6048: APPROVING A PROCLAMATION OF APPRECIATION IN HONOR OF JONI BAUER FOR HER OUTSTANDING GOVERNANCE AND SERVICE AS A BOARD MEMBER OF SAN JOAQUIN REGIONAL TRANSIT DISTRICT FOR OVER 16 YEARS

ACTION: MOTION: Balwinder Singh SECOND: Les Fong
Roll Call:
AYES: Restuccia, Giovanetti, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

8. REPORTS

A. CHIEF EXECUTIVE OFFICER UPDATE

1. CEO Report
CEO Alex Clifford provided a written report and oral update regarding the following topics:
- COVID-19 Update
- Bus Service Expansion
- State Legislative Update

2. Federal Legislative Update
CEO Alex Clifford provided a written report and oral update.

3. Marketing Update
Supervisor of Marketing and Customer Engagement Maximilian Cao provided an update on recent events.

B. FINANCIAL REPORT
Finance Manager Ravi Sharma presented the May Revenue and Expense Summary and Cash Flow Projection.

9. CONSENT CALENDAR

A. RESOLUTION NO. 6049: APPROVING THE MINUTES OF THE MAY 20, 2022 REGULAR BOARD OF DIRECTORS MEETING

ACTION: MOTION: Les Fong SECOND: Balwinder Singh
Roll Call:
AYES: Restuccia, Giovanetti, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

B. RESOLUTION NO. 6050: APPROVING CANCELLATION OF REGULAR BOARD MEETING ON JULY 15, 2022

ACTION: MOTION: Les Fong SECOND: Balwinder Singh
Roll Call:
AYES: Restuccia, Giovanetti, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

C. RESOLUTION NO. 6051: AUTHORIZING THE CEO TO ISSUE A BLANKET PURCHASE ORDER TO PINNACLE PETROLEUM, INC. FOR THE FURNISHING AND DELIVERY OF UNLEADED GASOLINE FOR A TOTAL AMOUNT NOT TO EXCEED $582,285.00 FROM JULY 1, 2022 THROUGH APRIL 29, 2023

ACTION: MOTION: Les Fong SECOND: Balwinder Singh
Roll Call:
AYES: Restuccia, Giovanetti, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

D. RESOLUTION NO. 6052: ADOPTING THE FISCAL YEAR 2023 OPERATING BUDGET IN THE AMOUNT OF $48,691,252 AND CAPITAL BUDGET IN THE AMOUNT OF $23,486,603

ACTION: MOTION: Les Fong SECOND: Balwinder Singh
Roll Call:
AYES: Restuccia, Giovanetti, Bauer, Fong
ABSENT: NAYES: ABSTAIN:

E. RESOLUTION NO. 6053: ADOPTING THE FY 2023 STRATEGIC PLAN

ACTION: MOTION: Les Fong SECOND: Balwinder Singh
Roll Call:
AYES: Restuccia, Giovanetti, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

F. RESOLUTION NO. 6054: APPROVING AND ADOPTING REVISED JOB CLASSIFICATION AND SALARY STRUCTURE EFFECTIVE JUNE 17, 2022

ACTION: MOTION: Les Fong SECOND: Balwinder Singh
Roll Call:
AYES: Restuccia, Giovanetti, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

10. ACTION ITEM

A. RESOLUTION NO. 6055: APPROVING DISCONTINUATION OF COMMUTER ROUTE 152 TO LAWRENCE LIVERMORE NATIONAL LABORATORIES

ACTION: MOTION: Les Fong SECOND: Stephan Castellanos
Roll Call:
AYES: Restuccia, Giovanetti, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

11. QUESTIONS AND COMMENTS FROM DIRECTORS AND STAFF

12. ADJOURNMENT
Chair Restuccia adjourned the meeting at 11:04 a.m.

Attachment B
Cover Page

RESOLUTION NO. ____
DATED: AUGUST 19, 2022

RESOLUTION APPROVING THE MINUTES OF THE JUNE 17, 2022
REGULAR BOARD OF DIRECTORS MEETING

RESOLVED AND ORDERED by the RTD Board of Directors that the minutes of the Regular Meeting of June 17, 2022 be approved.

LEAD STAFF: ALEX CLIFFORD, CEO

I. RECOMMENDED ACTION:

Authorize CEO to provide a Cost-of-Living Adjustment (COLA) increase to all non-represented employees who were hired or promoted prior to July 1, 2022, effective and retroactive to July 1, 2022, and approve the six board policy recommendations contained in this report.

II. SUMMARY:

- On November 19, 2021 the Board approved a Resolution authorizing an annual COLA to all non-represented employees effective July 1 of each year
- The authorized COLA, not to exceed 3%, is to be presented for Board approval annually in June of each year
- The recommended COLA is to be based on a Consumer Price Index (CPI) applicable to San Joaquin County
- The CEO is recommending the CPI-U for the San Francisco-Oakland-Hayward area
- The CPI-U for the San Francisco-Oakland-Hayward area for the twelve-months ended April 2022 is 5%
- Since the CPI-U for the benchmark area exceeds 3%, the CEO recommends Board approval of a 3% COLA effective and retroactive to July 1, 2022.

III. DISCUSSION/BACKGROUND

At the November 19, 2021 Board meeting the Board approved a Resolution authorizing an annual COLA for non-represented RTD employees, not to exceed 3% annually, based on a CPI applicable to the San Joaquin County region. The annual COLA was established to be the region's CPI, not to exceed 3%.

Following extensive research, the CEO recommends to the Board that the San Francisco-Oakland-Hayward Bureau of Labor Statistics (BLS) CPI-U represents the closest and most applicable CPI to be used annually in the determination of the COLA adjustment for non-represented employees. The CEO was unable to locate a standalone San Joaquin County CPI. In contrast, the BLS Pacific Division Area was seen as too broad since it includes Alaska, California, Hawaii, Oregon and Washington.

Additionally, the Consumer Price Index for all urban consumers (CPI-U) is recommended since it includes urban consumers and all items including food and energy.

The CPI-U for the San Francisco-Oakland-Hayward area is published every two months and the June CPI-U is not expected to be published until about mid-July each year. Therefore, the CEO recommends that when he submits his annual recommendation to the Board in June each year, the BLS CPI-U for the twelve months ended in April be used as a basis for his recommendation.

Since the CPI-U for the San Francisco-Oakland-Hayward area for the twelve months ended April 2022 exceeded 3%, the CEO recommends that the Board approve a COLA for the non-represented employees of 3%, effective and retroactive to July 1, 2022.

Benchmark Area	**12-Months Ending**	**Data Series**	**CPI-U**
San Francisco-Oakland-Hayward* https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm	April 2022	CPI-U** for all urban Consumers	5.0%

* San Francisco-Oakland-Hayward includes Alameda, Contra Costa, Marin, San Francisco, and San Mateo Counties
**Consumer Price Index for All Urban Consumers (CPI-U) All items including food and energy

The following Board Policy Recommendations are included in the Board action:

1. Given large area covered by the BLS Pacific Division Area, the CEO recommends that each year the determination of awarding a COLA, as established by Board policy to be CPI, not to exceed 3%, be based on the San Francisco-Oakland-Hayward Region, a region nearby the San Joaquin County region, and
2. the CPI Data Series will be the CPI-U (urban area includes food & energy), and
3. that the CPI is based on the most recent twelve months ended, as published by the BLS during the month of June each year – likely twelve months ending April, and
4. that for the FY23 COLA increase, the Board concur that the CPI-U for the San Francisco-Oakland-Hayward Region for the twelve months ending April 2022 is 5.0%, and
5. that the Board authorize the CEO to proceed with a COLA increase of **3%** for all non-represented employees, effective July 1, 2022 (and retroactive), and
6. going forward, the CEO will seek Board approval of the annual COLA adjustment in June each year as a component of the Board's annual budget approval.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains the Board's Strategic Priorities 1 and 2.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

The required funding in the amount of $234,340, representing a 3% COLA for all non-represented employees, inclusive of the COLA impact on employee benefits and FICA/Medicare, was budgeted in each Cost Center in the recently approved FY23 Budget.

Gross 3% Increase of $193,140; 401(a) contribution of $15,280; Defined Benefits Contribution of $11,144; and FICA/Medicare $14,775.

VI. ALTERNATIVES CONSIDERED

The recommendations in this report are based on the November 19, 2021 Board adopted policy and Resolution. The Board could instead do the following:

- Do nothing – This would result in the Board's temporary or permanent suspension of their policy and the FY23 COLA increase for non-represented employees would not be implemented.
- The Board could direct staff to implement a different COLA increase.
- The Board could direct staff to return with a different pay increase plan.

VII. ATTACHMENTS

Attachment A: Board Report – November 19, 2021 Amendment to Policies and Procedures
Attachment B: Resolution 6021 dated November 19, 2021
Attachment C: Resolution 6057 dated August 19, 2022

Prepared by: Alex Clifford, CEO

VIII. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

RECOMMENDATION: **APPROVE AN AMENDMENT TO THE POLICIES AND PROCEDURES MANUAL FOR NON-REPRESENTED EMPLOYEES TO INCLUDE AN ANNUAL COST-OF-LIVING ADJUSTMENT (COLA) INCREASE BASED ON THE APPLICABLE CONSUMER PRICE INDEX (CPI) FOR SAN JOAQUIN COUNTY**

LEAD STAFF: **MALIKA L. MCGEE**
HUMAN RESOURCES MANAGER

FINANCIAL IMPACT: **ANNUALLY DEPENDENT ON CPI**

BACKGROUND:
Historically, RTD non-represented employees have received a pay-for-performance increases based on their annual performance evaluations. There have been some years in which employees have not received a pay-for-performance increase based on the state of RTD's budget.

DISCUSSION:
The overall purpose of a Cost-of-Living Adjustment (COLA) is to offset or reduce the effects of inflation by annually reviewing employee salaries in relation to changes in applicable cost-of-living indexes. The US Bureau of Labor Statistics releases data based on the Consumer Price Index (CPI). The CPI is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.

Staff recommends that the Policies and Procedures Manual for Non-Represented Employees be amended to include a provision that in June of each year, the RTD Board will consider and approve a CPI applicable to San Joaquin County which will be the basis for the COLA adjustment for non-represented employees effective July 1, the beginning of RTD's fiscal year.

RESOLUTION NO. ____
DATED NOVEMBER 19, 2021

RESOLUTION APPROVING AN AMENDMENT TO THE POLICIES AND PROCEDURES MANUAL FOR NON-REPRESENTED EMPLOYEES TO INCLUDE AN ANNUAL COST-OF-LIVING ADJUSTMENT (COLA) INCREASE BASED ON THE APPLICABLE CONSUMER PRICE INDEX (CPI) FOR SAN JOAQUIN COUNTY

WHEREAS, the overall purpose of a Cost-of-Living Adjustment (COLA) is to offset or reduce the effects of inflation by annually reviewing employee salaries in relation to changes in applicable cost-of-living indexes; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the San Joaquin Regional Transit District (RTD), as follows:

1) The Policies and Procedures Manual for Non-Represented Employees be amended to include a provision that in June of each year, the RTD Board will approve a CPI applicable to San Joaquin County which will be the basis for COLA adjustment for non-represented employees effective July 1, the beginning of RTD's fiscal year.

Attachment B
Cover Page

RESOLUTION NO. 6021
DATED NOVEMBER 19, 2021

RESOLUTION APPROVING AN AMENDMENT TO THE POLICIES AND PROCEDURES MANUAL FOR NON-REPRESENTED EMPLOYEES TO INCLUDE AN ANNUAL COST-OF-LIVING ADJUSTMENT (COLA) INCREASE BASED ON THE APPLICABLE CONSUMER PRICE INDEX (CPI) FOR SAN JOAQUIN COUNTY

WHEREAS, the overall purpose of a Cost-of-Living Adjustment (COLA) is to offset or reduce the effects of inflation by annually reviewing employee salaries in relation to changes in applicable cost-of-living indexes; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the San Joaquin Regional Transit District (RTD), as follows:

1) The Policies and Procedures Manual for Non-Represented Employees be amended to include a provision that in June of each year, the RTD Board will approve a CPI applicable to San Joaquin County not to exceed 3% which will be the basis for COLA adjustment for nonrepresented employees effective July 1, the beginning of RTD's fiscal year.

Gloria G. Salazar, the duly appointed, qualified, and acting Secretary of the San Joaquin Regional Transit District, does hereby certify that the foregoing is true and exact copy of the Resolution passed and adopted at a regular meeting of the Board of Directors of said District held on November 19, 2021.

DATED: November 19, 2021

GLORIA G. SALAZAR, SECRETARY

Attachment C
Cover Page

RESOLUTION NO. ____
DATED: AUGUST 19, 2022

RESOLUTION AUTHORIZING CEO TO PROVIDE A COST-OF-LIVING ADJUSTMENT (COLA) INCREASE TO ALL NON-REPRESENTED EMPLOYEES WHO WERE HIRED OR PROMOTED PRIOR TO JULY 1, 2022, EFFECTIVE AND RETROACTIVE TO JULY 1, 2022, AND APPROVE THE SIX BOARD POLICY RECOMMENDATIONS CONTAINED IN REPORT

WHEREAS, the Board approved a Resolution authorizing an annual COLA to all non-represented employees effective July 1st of each year on November 19, 2021; and

WHEREAS, the recommended COLA is to be based on a Consumer Price Index (CPI) applicable to San Joaquin County; and

WHEREAS, the required funding in the amount of $234,340, representing a 3% COLA for all non-represented employees, inclusive of the COLA impact on employee benefits and FICA/Medicare, was budgeted in each Cost Center in the recently approved FY23 Budget.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District, as follows:

1. Given large area covered by the BLS Pacific Division Area, the CEO recommends that each year the determination of awarding a COLA, as established by Board policy to be CPI, not to exceed 3%, be based on the San Francisco-Oakland-Hayward Region, a region nearby the San Joaquin County region, and
2. the CPI Data Series will be the CPI-U (urban area includes food & energy), and
3. that the CPI is based on the most recent twelve months ended, as published by the BLS during the month of June each year – likely twelve months ending April, and
4. that for the FY23 COLA increase, the Board concur that the CPI-U for the San Francisco-Oakland-Hayward Region for the twelve months ending April 2022 is 5.0%, and
5. that the Board authorize the CEO to proceed with a COLA increase of 3% for all non-represented employees, effective July 1, 2022 (and retroactive), and
6. going forward, the CEO will seek Board approval of the annual COLA adjustment in June each year as a component of the Board's annual budget approval.

LEAD STAFF: ROBERT KYLE, CHIEF FINANCIAL OFFICER

I. RECOMMENDED ACTION:

Approve resolution to update the list of persons authorized to sign on San Joaquin Regional Transit District's (RTD) Bank of Stockton, San Joaquin County Treasury, Defined Benefit Plan, 457(b) Deferred Compensation Plan, and 401(a) Defined Contribution Plan accounts.

II. SUMMARY:

- Authorized signatories:

  Bank of Stockton Accounts and San Joaquin County Treasury Accounts:
  Alexander Clifford, Chief Executive Officer
  Robert Kyle, Chief Financial Officer
  Ciro Aguirre, Chief Operating Officer
  Michael E. Thompson, Chief Administration and Innovation Officer

  Retirement, Retiree Health, and Sub-accounts
  Alexander Clifford, Chief Executive Officer
  Robert Kyle, Chief Financial Officer
  Malika McGee, Human Resources Manager

- Two signatures of authorized signatories are required to exercise authority to Bank of Stockton and San Joaquin County Treasury accounts.
- The use of financial system electronic signature with the signatures of the Chief Executive Officer and Chief Financial Officer will be used as a means of signing checks.
- Authorized signatory for retirement, retiree health, and sub-accounts is authorized to sign directives to take actions regarding RTD's Defined Benefit Plan, Retiree Health Plan, and its sub-accounts; 457(b) Deferred Compensation Plan; and 401(a) Retirement Contribution Plan.

III. DISCUSSION/BACKGROUND

RTD would like to implement change on the list of authorized signatories. A Board approved resolution is necessary in order to implement the changes.

Upon Board approval, RTD will coordinate with the following to implement the authorized signatories for the following accounts:

Bank of Stockton Accounts:
General Checking Account

Payroll Checking Account
Merchant Savings Account

San Joaquin County Treasury Accounts:

General Fund Account
Escrow IFB Bond Contract
Workers Compensation Reserve
Proposition 1B – Homeland Security
Measure K Funds
State Transit Assistance Fund
Other Reserves
General Reserve Account
Health Reserve
Proposition 1B – General
County Area Transit – Fuel
Local Transportation Fund
Catastrophic Reserve Fund

US Bank National Association:

Directives to take action regarding RTD Defined Benefit Plan's Retirement Funds, Retiree Health Funds, and its sub-accounts.

LPL Financials and Empower:

Directives to take action regarding 457(b) Deferred Compensation Plan accounts.

Financial Decisions:

Directives to take action regarding 401(a) Defined Contribution Plan account.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This recommendation aligns with RTD's Strategic Priorities 1 and 3:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

$200 estimated consultant fee to update the payroll and accounts payable Check Electronic Laser Forms' signature.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

No alternative, this action is needed to update list of authorized signatories.

VIII. ATTACHMENTS

Attachment A: Resolution

Prepared by: Robert Kyle, CFO

IX. APPROVALS:

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

RESOLUTION NO. _____
DATED: AUGUST 19, 2022

RESOLUTION APPROVING THE LIST OF PERSONS AUTHORIZED TO SIGN ON SAN JOAQUIN REGIONAL TRANSIT DISTRICT'S (RTD) ON BANK OF STOCKTON ACCOUNTS, SAN JOAQUIN COUNTY TREASURY ACCOUNTS, DEFINED BENEFIT RETIREMENT PLAN ACCOUNTS, 457 (b) DEFERRED COMPENSATION PLAN, AND 401(a) DEFINED CONTRIBUTION PLAN

RESOLVED AND ORDERED by the Board of Directors of RTD that the list of persons authorized to sign, be, and hereby is, updated, effective August 19, 2022, to include those persons listed below:

Alexander Clifford, Chief Executive Officer
Robert Kyle, Chief Financial Officer
Ciro Aguirre, Chief Operating Officer
Michael E. Thompson, Chief Administration and Innovation Officer

RESOLVED FURTHER, that any two signatures of authorized signatories are required to exercise authority to the Bank of Stockton accounts and San Joaquin County Treasury Accounts.

RESOLVED FURTHER, that the use of financial system electronic signature with the signatures of the Chief Executive Officer and Chief Financial Officer will be used as a means of signing checks.

RESOLVED FURTHER, that the list of persons authorized to sign directives to take actions regarding RTD's Defined Benefit Plan, 457(b) Deferred Compensation Plan, and 401(a) Retirement Contribution Plan, includes the persons listed below:

Alexander Clifford, Chief Executive Officer
Robert Kyle, Chief Financial Officer
Malika McGee, Human Resources Manager

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District that the CEO is hereby authorized and directed to implement such actions as may be necessary to carry out the intent and purpose of this resolution.

LEAD STAFF: **BRAD MENIL, MAINTENANCE SUPERINTENDENT**
MANNY CALUYA, PROCUREMENT SUPERVISOR

I. RECOMMENDED ACTION:

Authorize the CEO to execute a contract with Mission Linen Supply for Maintenance Uniform and Supply Services, for a total contract amount not to exceed $300,000 for a three-year base term and two one-year options.

II. SUMMARY

- RTD provides uniforms and supplies to its Maintenance and Facilities staff in accordance with the Collective Bargaining Agreement. The current uniform and supply contract with Mission Linen expired on June 30, 2022.
- A competitive procurement was conducted to solicit proposals from qualified firms. Three firms submitted bids for RTD's review.

III. DISCUSSION/BACKGROUND

On March 22, 2022, RTD issued the Request for Proposal (RFP) for Maintenance Uniform and Supply Services. Solicited services include uniforms and the laundering thereof for its maintenance and facilities staff and supplies such as towels, floor mats, lockers, and bins.

The RFP was advertised in The Stockton Record and posted on RTD's e-procurement portal .

RTD received proposals from the following firms:

- Cintas Corporation No. 2
- Mission Linen Supply
- Unifirst Corporation

After reviewing the proposals staff has determined that Mission Linen Supply is the highest ranked proposer to all the requirements of the RFP.

Staff recommends that the Board authorizes the CEO to execute a contract with Mission Linen Supply for Maintenance Uniform and Supply Services, for a total contract amount not to exceed $300,000 for a three-year base term and two one-year options

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with RTD Board's Strategic Priorities 1 and 2.

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

This is expense is fully funded and included in the FY 2023 operating budget in the amount of $60,000 under accounts 212000-50396 and 312000-50396.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

There are no alternatives. This action is needed to comply with Section 40.C of the CBA.

VIII. ATTACHMENTS

Attachment A: Mission Linen Contract

Attachment B: Resolution

Prepared by: Brad Menil, Maintenance Superintendent
Manny Caluya, Procurement Supervisor

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

CONTRACT 23001-S
FOR
MAINTENANCE UNIFORM AND SUPPLY SERVICES

THIS CONTRACT (Contract) is made and entered into as of September 1, 2022, by and between the **SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)**, a public transit district and **MISSION LINEN SUPPLY** (Contractor), a California Corporation (collectively referred to as "the Parties").

WHEREAS, Contractor was awarded a contract pursuant to Request for Proposals (RFP) 23001-S for Maintenance Uniform and Supply Services.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. CONTRACT DOCUMENTS

his Contract consists of the documents listed below, which are attached to and incorporated into this Contract:

A. This Contract
B. Exhibit A: Scope of Services
C. Exhibit B: Compensation, Invoicing and Payment
D. Exhibit C: Insurance Requirements

In the event of a conflict between or among the terms of the Contract documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

2. SCOPE OF SERVICES

Contractor will provide the services set forth in **Exhibit A** (Services) in accordance with the terms and conditions of this Contract.

3. CONTRACT TERM; TIME FOR PERFORMANCE.

The term of this Contract will be for three (3) years commencing upon **September 1, 2022** and ending on **August 31, 2025**, unless terminated earlier by RTD. Contractor will furnish RTD with all the materials, equipment and services called for under this Contract, and perform all other work, if any, described in the solicitation documents.

RTD reserves the right, in its sole discretion, to exercise up to two (2) one (1) year option terms to extend the Contract, pursuant to the terms of this Contract. If RTD determines to exercise the option term(s), RTD will give Contractor at least thirty (30) days' written notice of its determination.

Contractor will commence performance of this Contract immediately following receipt of a Notice to Proceed from RTD. In the event that **Exhibit A** includes more than one project or phase, RTD will issue a separate Notice to Proceed with respect to each project or phase. Contractor may not commence performance of any project or phase of this Contract until it receives a duly executed Notice to Proceed from RTD.

4. REPRESENTATIVES.

A. Contractor's Representative

At all times during the Contract term, Irving Dungca will serve as Contractor's primary staff person to undertake, render, and oversee the Services. Upon written notice by Contractor and approval by RTD, which will not be unreasonably withheld, Contractor may substitute this person with another person, who will possess similar qualifications and experience for this position.

B. RTD's Representative

Except when approval or other action is required to be given or taken by the RTD Board of Directors, RTD's Chief Executive Officer, or such person(s) as they will designate in writing from time to time, will represent and act for RTD.

5. COMPENSATION, INVOICING and PAYMENT

Contractor will be paid for satisfactory performance of the Services in accordance with **Exhibit B.**

6. NOTICES

A. All communications relating to the day-to-day performance of the Services will be exchanged between RTD's **John Van Camp** at jvancamp@sjrtd.com, or designee, and Contractor's **Irving Dungca** at idungca@missionlinen.com.

B. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party must be in writing and must be given by personal delivery to a party's authorized representative, by email at the addresses following the signature lines at the end of the Contract, or certified mail, postage prepaid, delivered to the addresses following the signature lines at the end of the Contract.

7. OWNERSHIP OF WORK

Not Applicable

8. USE OF SUBCONTRACTORS

Contractor may not subcontract any part of the Services.

9. CHANGES

RTD may at any time, by written order, make changes to Services. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed by the parties will be made in the limit on compensation as set forth in **Exhibit B** or in the time of required performance as set forth in **Section 3**, or both. In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the Services and result in an adjustment in the amount of compensation and/or time specified herein, or identifies any RTD conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that Contractor regards as a change to the Contract terms and conditions, Contractor must advise RTD immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and state the proposed adjustment in compensation and/or time. This notice must be given to RTD prior to the time that Contractor performs work related to the proposed adjustment in compensation and/or time. The pertinent changes will be expressed in a written supplement to this Contract issued by RTD prior to implementation of such changes. Failure to provide written notice and receive RTD approval for extra work prior to performing extra work may, at RTD's sole discretion, result in nonpayment of the invoices reflecting such extra work.

10. INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Contract, Contractor and its subcontractors, at its sole cost and expense, must secure and keep in force the insurance coverage, limits, and endorsements indicated in **Exhibit C**, "Insurance Requirements," during the entire term of the Contract or longer, as may be required.

11. CONFIDENTIALITY

Contractor may have access to certain proprietary or confidential information (Confidential Information) including, but not limited to, designs, processes, inventions, methods, business strategies, plans, and operations. All of the Confidential Information will remain the sole property of RTD and will not be used or duplicated by Contractor except in connection with the Services to be performed by Contractor under this Contract. Contractor will keep the Confidential Information in the strictest confidence and will not disclose it by any means to any third party, except with RTD's prior written approval, and only to the extent necessary to perform the Services. Contractor may disclose the Confidential Information to its employees or Contract personnel only to the extent necessary to perform the Services and only after they have agreed in writing to the provisions of this section.

Contractor, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Contract, whether deemed confidential or not, without the approval of RTD's CEO or designee.

Upon termination of this Contract, Contractor will return to RTD all of the Confidential Information in Contractor's possession, including computer files, written documents and

notes, and will cease to make any further use of it. Contractor's obligations under this section will remain in effect during the term of this Contract and will continue after its termination.

12. RESPONSIBILITY; INDEMNIFICATION.

A. Contractor will be responsible for the work performed under the terms of this Contract to the extent provided by law. RTD will not be held liable or responsible for the maintenance and/or safety of Contractor's equipment or supplies placed upon RTD's property in accordance with this Contract. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.

B. Contractor will defend, indemnify and hold harmless RTD and its directors, officers, agents and employees against any and all claims, losses, suits, demands, and liens including attorneys' fees and costs, brought against RTD, its directors, officers, agents or employees, arising out of any of the following: (i) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from a negligent act or omission or willful misconduct by Contractor or its employees, subcontractors, consultants, subconsultants or agents in the performance of this Contract; or (ii) Any allegation that materials or services provided by Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

C. Contractor will defend or settle, at Contractor's own expense, any action, claim or suit against RTD for which it is responsible hereunder, and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RTD or its directors, officers, agents or employees, Contractor will, at its expense, satisfy and discharge the same. As a condition to any indemnity hereunder, RTD will notify Contractor promptly of any claim for which RTD believes Contractor is responsible hereunder.

D. This section will survive termination or expiration of the Contract.

13. CONTRACTOR'S STATUS

Neither Contractor nor any party contracting with Contractor will be deemed to be an agent or employee of RTD. Contractor is and will be an independent contractor and the legal relationship of any person performing services for Contractor will be one solely between that person and Contractor.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor agrees to comply with all federal, state and local laws and regulations, including without limitation, those requiring business permits, certificates and licenses necessary to perform the Services described in this Contract.

15. COOPERATION OF RTD

RTD agrees to comply with all reasonable requests of Contractor and provide access to all records, documents and/or equipment reasonably necessary to perform the Services, in RTD's sole discretion.

16. RTD WARRANTIES

RTD makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Contract.

17. WARRANTY OF SERVICES.

A. Contractor warrants that its services will be performed in accordance with the standards of practices of comparable firms at the time the Services are rendered.

B. In the event that any Services provided by Contractor hereunder are deficient because of Contractor's or its subcontractor's failure to perform Services in accordance with the warranty standards set forth above, RTD will report such deficiencies in writing to Contractor within a reasonable time. RTD thereafter will have: (i) The right to have Contractor re-perform the Services at Contractor's expense; (ii) The right to have the Services done by others and the costs thereof charged to and collected from Contractor if within 30 days after written notice to Contractor requiring such re-performance, Contractor fails to give satisfactory evidence to RTD that it has undertaken said re-performance; or (iii) The right to terminate the Contract for default.

C. Contractor will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

18. CLAIMS OR DISPUTES

Contractor will be solely responsible for providing timely written notice to RTD of any claims for additional compensation and/or time in accordance with the provisions of this Contract. It is RTD's intent to investigate and attempt to resolve any Contractor claims before Contractor has performed any disputed work. Therefore, Contractor's failure to provide timely notice will constitute a waiver of Contractor's claims for additional compensation and/or time.

Contractor will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RTD, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RTD due written notice of a potential claim. The potential claim will set forth the reasons for which Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RTD, such notice will be given to RTD prior to the time that Contractor has started performance of the work giving rise to the potential claim

for additional time and/or compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, Contractor will continue to work during the dispute resolution process in a diligent and timely manner as directed by RTD, and will be governed by all applicable provisions of the Contract. Contractor will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves Contractor claim, the Parties will execute a Contract modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to Contractor claim, they may choose to pursue a dispute resolution process or to terminate the Contract.

19. REMEDIES

In the event Contractor fails to comply with the requirements of this Contract in any way, RTD reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Contract in whole or in part.

20. TEMPORARY SUSPENSION OF WORK

RTD, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RTD may deem necessary. RTD may suspend the work for any reason, including without limitation, Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract and factors that are not Contractor's responsibility. Contractor will comply immediately with RTD's written order to suspend the work wholly or in part. The suspended work will be resumed when Contractor is provided with written direction from RTD to resume the work. If the suspension is due to Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract, or other action or omission on the part of Contractor, all costs will be at Contractor's expense and no schedule extensions will be provided by RTD. In the event of a suspension of the work, Contractor will not be relieved of Contractor's responsibilities under this Contract, except the obligations to perform the work that RTD has specifically directed Contractor to suspend under this section. If the suspension is not the responsibility of Contractor, suspension of all or any portion of the work under this section may entitle Contractor to compensation and/or schedule extensions subject to the Contract requirements.

21. TERMINATION.

A. Expiration of Term

This Contract will terminate upon the expiration date set forth in **Section 3** unless extended by a mutually agreed upon written amendment to this Contract, or terminated earlier pursuant to this section.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

B. Mutual Consent

This Contract may be terminated with the written mutual consent of both Parties, upon such terms and conditions as may be mutually agreed.

C. Termination by Default

In the event that Contractor fails to perform any obligations or fulfill any requirement under this Contract within ten (10) calendar days after receiving written notice provided in accordance with **Section 6** from RTD to do so, RTD may terminate this Contract for default. If Contractor cures the default within the cure period, but subsequently defaults again, RTD may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against Contractor or for appointment of a receiver for Contractor's property, RTD may terminate this Contract immediately without the ten (10) day cure period.

Upon receipt of a notice of termination for default, Contractor may not commit itself to any further expenditure of time or resources. RTD agrees to remit final payment to Contractor in an amount to cover only those sums actually due and owing from RTD for work performed in full accordance with the terms of the Contract as of the effective date of termination.

In the event of termination for default, RTD will be under no obligation to pay to Contractor the Contract price, or any portion thereof, unless RTD finds Contractor has partially performed said Contract to RTD's satisfaction, under which circumstances RTD will pay Contractor for the work satisfactorily completed prior to the effective date of termination, less all damages and losses suffered by RTD as a result of Contractor’s failure to perform in accordance with the Contract.

RTD is not in any manner liable for Contractor’s actual or projected lost profits had Contractor completed the Services required by this Contract, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Contract become the property of RTD upon the effective date of the termination for default.

The rights afforded to RTD under this subpart are in addition to any other rights provided by law or set forth in this Contract. RTD may exercise any or all of such rights, which individually or conjunctively will totally compensate RTD for the damages, suffered by RTD resulting from Contractor's default.

D. Termination for Convenience

RTD may terminate this Contract at any time for convenience by giving Contractor at least thirty (30) calendar days’ prior written notice provided in accordance with **Section 6**. Upon receipt of such notice, Contractor may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to

effect the termination. If RTD terminates the Contract for convenience, RTD agrees to pay Contractor, in accordance with the provisions of **Exhibit B**, all sums actually due and owing from RTD upon the effective date of termination, plus any costs reasonably necessary to effect the termination. Contractor is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Contract as of the date of termination are the property of RTD upon the effective date of the termination for convenience. Contractor and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RTD deems necessary. Failure to so cooperate is a breach of the Contract and grounds for the termination for convenience to be treated as a termination for default.

E. Rights and Remedies

RTD's rights and remedies provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

22. LIQUIDATED DAMAGES

Not Applicable

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Contractor and subcontractor costs incurred in the performance of this Contract will be subject to audit. Contractor and its subcontractors will permit RTD, the State Comptroller, and their authorized representatives, to inspect, examine, make excerpts from, transcribe, and copy Contractor's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Contract at any reasonable time, and to audit and verify statements, invoices or bills submitted by Contractor pursuant to this Contract. Contractor will also provide such assistance as may be required in the course of such audit. Contractor will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Contract. If, as a result of the audit, it is determined by RTD's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, Contractor agrees to reimburse RTD for those costs within sixty (60) days of written notification by RTD.

24. NON-DISCRIMINATION ASSURANCE

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-

Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by 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 RTD deems appropriate.

25. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by RTD's contracting officer, advising the labor union or workers' representative

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

of Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by RTD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CONFLICTS OF INTEREST.

A. General

Depending on the nature of the work performed, a contractor of RTD may be subject to the same conflict of interest prohibitions established by California law that govern RTD's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of this Contract, Contractor and its employees may be required to disclose financial interests.

Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Contract. Contractor further covenants that it will not knowingly employ any person having such an interest in the performance

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

of this Contract. Violation of this provision may result in this Contract being deemed void and unenforceable.

Depending on the nature of the work performed, Contractor may be required to publicly disclose financial interests under the RTD's Conflict of Interest Code. Upon receipt, Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by RTD.

No person previously in the position of director, officer, employee or agent of RTD during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor may any such person act as an agent or attorney for, or otherwise represent Contractor by making any formal or informal appearance, or any oral or written communication, before RTD, or any officer or employee of RTD, for a period of one (1) year after leaving office or employment with RTD if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

Contractor will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RTD; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other contract.

Contractor will not engage the services of any subcontractor or independent contractor on any work related to this Contract if the subcontractor or independent contractor, or any employee of the subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.

If at any time during the Contract term, Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor immediately will provide RTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the Contract term, RTD becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, RTD will similarly notify Contractor.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

In the event a conflict is presented, whether disclosed by Contractor or discovered by RTD, RTD will consider the conflict presented and any alternatives proposed and meet with Contractor to determine an appropriate course of action. RTD's determination as to the manner in which to address the conflict will be final.

During the Contract term, Contractor must maintain lists of its employees, and the subcontractors and independent contractors used and their employees. Contractor must provide this information to RTD upon request. However, submittal of such lists does not relieve Contractor of its obligation to assure that no organizational conflicts of interest exist. Contractor will retain this record for five (5) years after RTD makes final payment under this Contract. Such lists may be published as part of future RTD solicitations.

Contractor will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. Contractor will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject Contractor to damages incurred by RTD in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Contract for breach.

C. Verification of Compliance

Contractor shall, within fifteen (15) days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this Contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause. For the purposes of this section, the term "Contractor" means Contractor, its subsidiaries and affiliates, joint ventures involving Contractor, any entity with which Contractor may hereafter merge or affiliate and any other successor or assignee of Contractor.

27. CALIFORNIA PUBLIC RECORD ACT REQUESTS.

A. In response to a request made pursuant to the California Public Records Act (CPRA), Contractor consents to the release of: this Contract; the redacted version of Contractor's proposal, if applicable; any portion of Contractor's proposal not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; any communication between Contractor and RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; any other materials shared with RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; and any Work Product, as defined in **Section 7**.

B. Contractor waives all claims against the RTD, its directors, officers, employees and agents, for the disclosure of information not marked as confidential by Contractor and included in a confidentiality index accepted by RTD. If Contractor did not include a confidentiality index in its proposal, RTD will have no obligation to withhold any information in the proposal from disclosure and may release the information sought without liability to the RTD.

C. Upon receipt of a request pursuant to the CPRA seeking this Contract, Contractor's proposal, or any other communication or material Contractor has marked as confidential and included in a confidentiality index accepted by RTD, RTD may disclose the Contract and a redacted version of Contractor's proposal, communications or other materials, or may withhold material designated in the confidentiality index that is exempt from disclosure under the CPRA. If RTD determines that information in the confidentiality index is not exempt from disclosure, RTD will give reasonable notice to Contractor prior to releasing any material listed in the confidentiality index.

D. Contractor agrees to indemnify, defend, and hold harmless RTD, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting information provided by Contractor), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of information marked as confidential and included in a confidentiality index. If Contractor fails to accept a tender of a defense, RTD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

28. FEDERAL REQUIREMENTS

Not Applicable

29. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN REQUIREMENTS

Not Applicable

30. LABOR CODE REQUIREMENTS

Not Applicable

31. WAIVER

A waiver of any of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the party waiving the breach or covenant. A waiver by any of the Parties of a breach or covenant will not be considered to be a waiver of any other succeeding breach or any other covenant unless specifically and explicitly stated in such a waiver.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

32. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Contract or to determine the rights of the Parties under this Contract, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

33. SEVERABILITY

If any provision of this Contract is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract will remain in full force and effect.

34. NO THIRD-PARTY BENEFICIARIES

This Contract is not for the benefit of any person or entity other than the Parties.

35. APPLICABLE LAW

This Contract, its interpretation and all work performed under it will be governed by the laws of the State of California. Contractor must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all RTD's rules and regulations.

36. RIGHTS AND REMEDIES OF RTD

RTD's rights and remedies provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

37. ASSIGNMENT

Contractor may not assign any of its rights nor transfer any of its obligations under this Contract without RTD's prior written consent.

38. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Contract will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

39. ENTIRE AGREEMENT; MODIFICATION

This Contract, including any attachments and exhibits, constitutes the complete Contract between the Parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both Contractor and RTD. In the event of a conflict between the terms and conditions of this Contract and the attachments and exhibits, the terms of this Contract will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

San Joaquin Regional Transit District
P.O. Box 201010
Stockton, CA 95201
Phone: (209) 943-1111
Email: rtd-procurement@sjrtd.com

Date Executed: _____

By: _____
ALEX CLIFFORD
Chief Executive Officer

PROCUREMENT APPROVAL:

DocuSigned by:
Robert Kyle
F0C13001046F4C6...

ROBERT KYLE
Chief Financial Officer

APPROVED AS TO FORM:

DocuSigned by:
Al Warren Hoslett
08709E4B4734433...

AL WARREN HOSLETT
Attorney for RTD

Mission Linen Supply
7520 Reese Road
Sacramento, CA 95828
Phone: (916) 423-3179
Email: idungca@missionlinen.com

Date Executed: 8/1/2022

By: DocuSigned by: Irving Dungca B7184FEF02E8432...
IRVING DUNGCA
Account Representative

By: _____
Name
Title

**Note: If Contractor is a Corporation, this Contract must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:*
(1) the President, Vice President, or Chair of the Board; and
(2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.
In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If Contractor is a limited liability company (LLC), the Contract must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to RTD indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operation agreement.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

EXHIBIT A
SCOPE OF SERVICES

Contractor will be providing RTD rental and laundry services of maintenance uniforms and supplies for approximately seventy-five (75) employees, including shop towels and floor mats. This shall also include the rental and maintenance of lockers, bins, and oily waste cans. Contractor shall complete the Project in accordance with the following minimum specifications.

1. UNIFORMS, TOWELS, AND MATS:

   A. GENERAL UNIFORM SPECIFICATIONS/REQUIREMENTS.

   - All clothing supplied at onset of this contract shall be new. New shall mean garments that have not previously been worn or otherwise put into use and are free from defect, mending or repairs. Garments that are factory irregulars or blemished will also not be accepted as new.

   - All clothing garments to be supplied under this Contract shall be flame retardant. Flame retardant fabrics are chemically treated to be slow burning or self-extinguishing when exposed to an open flame. These fabrics can be made from any material, but they *must* be treated with special chemicals to qualify as flame retardant.

   - Laundered uniforms shall be delivered clean and in good/like-new condition. If garments are chemically cleaned to remove oil, grease, paint or asphalt stains, it will be a requirement of this contract that they be industrially laundered periodically to reduce chemical build-up in the garments, which may cause skin irritation.

   - Contractor will deliver new articles and pick-up soiled articles weekly. Contractor must coordinate with RTD staff member (to be designated upon commencement of Contract) to determine designated time for pick-up and delivery of garments.

   - At the time of each pick-up and before the garments/items leave RTD facilities, Contractor shall provide RTD with a printed inventory report containing the count of garments/items being removed from RTD property.

   B. WORK CLOTHING SPECIFICATIONS.

   1. <u>Mechanic/Utility Uniform:</u> Coveralls, shirts, and trousers shall be blend of Dacron (or polyester) and cotton ranging from 65% to 80% Dacron (or polyester) and 20% to 35% cotton.

   2. <u>Facility Uniform:</u> Work shirts will be made from 100% cotton, available in both long and short sleeve. They should have two button closure pockets. Trousers shall be blend of Dacron (or polyester) and cotton, ranging from 65% to 80% Dacron (or polyester) and 20% to 35% cotton.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

3. Supervisor Uniform: Work shirts and trousers shall be a blend of 50% polyester and 50% cotton. One uniform set shall be supplied at the beginning of each year to all Maintenance Supervisors.

4. Jackets/Vests: Two jackets, two vests, or a jacket and a vest will be supplied at the beginning of each year to all maintenance employees using the shop uniform service. The outer shell will be made from a blend of Dacron (or polyester) and cotton, ranging from 65% to 80% Dacron (or polyester) and 20% to 35% to 20% to 35% cotton. Inner shell will be made from polyurethane, nylon, and polyester. Jacket shall have reflective striping along the sleeve, chest, and back of shoulders.

5. Allergens: For employees with allergies to materials specified above, Contractor will provide alternate garments to employee at no additional charge to RTD. Alternate garment(s) are to be approved equal(s) to standard uniform(s) listed on the Price Proposal Forms. This clause will apply to any other allergens, as needed, throughout the term of the Contract. RTD shall notify Contractor of any other known employee allergens at time of Contract commencement, and as they arise throughout the term of the Contract.

C. SHRINKAGE AND REPAIRS.

1. Shrinkage: Contractor guarantees that coveralls, shirts, and jackets/vests will shrink no more than four percent (4%) in laundering.

   Shrinkage will be determined by measuring the length of the leg inseam from the middle of the placket seam to the end of the leg inseam, with the pant leg under four pounds of tension on coveralls.

   The 4% figure will be interpreted as 1″ for all sizes of coveralls, shirts, and jackets/vests. Since most Purchase Specifications provide a plus or minus ½″ tolerance, the shrinkage guarantees will be exceeded when laundered coveralls, shirts, or jackets/vests fail to measure within 1½″ of the manufacturers' table of nominal dimensions for the leg, shirt, or jacket/vest inseams.

2. Repairs: Contractor shall make all repairs to rental items at NO ADDITIONAL CHARGE to RTD, in a good workmanlike manner, and to the satisfaction of the RTD's Maintenance Superintendent. Repairs shall be made in accordance with the following instructions:

   - Garments requiring repair need not be identified by RTD.

   - RTD employees shall identify hard to find repairs with repair tags supplied by Contractor. The repair tag shall be placed on the garment lapel or belt loop.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

- RTD employees will keep all clean coveralls, shirts, or trousers returned from the laundry requiring repair separate from soiled garments and returned to Contractor for repair at NO ADDITIONAL CHARGE to RTD.

- Tears and rips may be repaired without cloth backing only if complete closure can be made.

- If a garment is missing fabric, a patch which matches the garment in color shall be used to replace missing material and/or reinforce material. The patch shall be sewn and properly trimmed to be aesthetically pleasing and prevent discomfort when being worn.

- Repairs shall not reduce inside pocket dimensions to less than original size of pocket.

- No repairs shall be made in the inseam area; if repair is required, the garment must be replaced.

- All broken zippers shall be replaced or repaired with equivalent quality zippers.

- All broken, bent, or missing buttons shall be replaced with equivalent quality buttons.

D. LOST, DAMAGED, AND REPLACEMENT ITEMS.

- LOST: Contractor is responsible for all items from the time they are picked up until the time they are delivered to the specified RTD locations. If any items are lost or damaged while in Contractor's custody, Contractor shall replace the items AT NO CHARGE to RTD.

- In the event RTD loses items supplied under this Contract, RTD shall pay the Contractor the loss charges as shown on the Price Proposal Form for such items.

- DAMAGES: Contractor will return to RTD corrected repairs, replacements, and alterations within fifteen (15) calendar days from the date of RTD's original request. Contractor shall remove from the weekly invoices, any and all rental charges for the week(s) the garment(s) are not on RTD property.

- REPLACEMENT ITEMS: Contractor shall replace all items that are irreparably damaged while in the Contractor's custody AT NO CHARGE to RTD. Name and logo patches will be replaced at no charge when replacing shirts, vests, coveralls, or jackets.

- Each week on the designated delivery day, the Contractor must coordinate with designated RTD staff member to determine loss and/or damage charges, and which are deemed to be the responsibility of RTD. RTD shall pay the

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

Contractor these loss or damage charges only after receiving and approving invoices. These invoices shall reflect each item, whether it was lost or damaged, and the corresponding unit price.

E. CHANGEOVER OF CLOTHING DURING CONTRACT TERM.

It is essential to RTD's policies and procedures that all uniforms and supplies provided under this Contract sustain a neat, professional, and tailored look free from defects. Due to the length of the Contract term, RTD will require the Contractor to change out clothing or supplies that are worn in appearance with new items as needed throughout the term of the Contract.

Worn items shall mean and refer to any garment or item that does not display a neat, professional, and tailored look. Worn clothing will be replaced, within fifteen (15) calendar days from the date of RTD's original request, with a new garment at no charge to RTD. Contractor shall remove from the weekly invoices any and all rental charges for the week(s) the garment(s) are not on RTD property.

In addition, should RTD agree to exercise options to extend contract beyond thirty-six (36) months, starting no later than the 30th month of the Contract and ending no later than the 36th month of the Contract, all clothing and supplies will be changed out with new items. Starting no later than the 29th month of the Contract, the Contractor may discuss the changeover requirements with RTD and request individual employees and/or supplies to be deleted from this requirement due to their current condition; however, Contractor will not be granted relief from this clause in its entirety. RTD will review individual requests and shall make the final determination regarding all employee-clothing and supply changeovers.

F. SIZE AND UNIFORM TYPE SELECTION.

SAMPLES:

Samples provided by RTD: RTD will provide to the Contractor sample decorated shirts as needed at Contract commencement. In the event there is any discrepancy between the sample shirts and these specifications, these specifications shall prevail. All shirt and embroidery samples provided to the Contractor by RTD will be returned to RTD's RTC location within thirty days (30) from the date of Contract Execution. All returned samples shall be in equivalent condition which they were provided.

Samples provided by Contractor: Contractor will provide RTD with sizing samples, at no charge, for each garment immediately upon Contract execution (within one (1) business day). Sample garments shall be delivered to RTD's RTC location, Attn: Maintenance Superintendent. RTD shall return all samples to the Contractor in equivalent condition in which they were provided once sizing is finalized.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

SIZING:

At Contract Commencement: Contractor shall be responsible for obtaining current RTD employee sizing at Contract commencement. Contractor shall provide a minimum of two (2) representatives to be on site simultaneously to measure RTD employees for uniforms. Site will be a designated RTD location. Date(s) and time(s) for Contractor to be on site for sizing purposes must be coordinated and approved in writing by RTD. Contractor must arrive and depart at the agreed upon times. Contractor is responsible for setting up a sizing station that is clearly marked/identified, providing any necessary tools/supplies to perform the sizing, and sizing RTD employees in a professional and organized manner.

Throughout Contract Term: RTD shall provide to the Contractor a list of any changes in employees' sizes and uniform type selections for each subsequent Contract year by October 1, or as needed based on level of need of RTD employee(s). If requested by RTD, Contractor will be responsible for on-site sizing of new hires/size changes throughout the Contract term. The Contractor shall provide the requested size (for change or new hire) to RTD no later than fifteen (15) days from the date of RTD's original request.

G. UNIFORMS FOR NEW EMPLOYEES DURING CONTRACT TERM.

RTD shall provide to the Contractor the size and uniform type selection for newly hired employees throughout the Contract term. The Contractor shall provide the new employee uniforms no later than fifteen (15) days from the date of RTD's request.

1. DECORATION AND CUSTOMIZATION.

A. PATCHES. RTD currently requires three (3) patches under the uniform program:

1. RTD's Logo Patch
2. RTD Employee Name Patch
3. American Flag Patch

B. EMBROIDERY. Supervisor shirts will have the text RTD embroidered on the left chest.

Contractor shall provide and apply patches or embroidery for various types of uniforms. All decoration costs, including but not limited to customization and digitizing, shall be included within the pricing on the Price Proposal Form(s), and shall be done as needed at no additional cost to RTD throughout the term of the Contract.

1. Original high-resolution art file will be provided to Contractor by RTD within two (2) business days from the date of Contract Execution.
2. Above three (3) patches shall be applied to coveralls, shirts, and jackets. Backing should not be found on the inside of any garment after patch application.
3. Supervisor shirts will only have one (1) embroidery location:

RTD text embroidered on the left chest.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

2. CLOTH SHOP TOWELS.

   A. All shop towels shall be American made, first quality 15" x 15" (minimum size), 100% cotton, and shall be free from metal shavings.

   B. Towels shall be supplied in bundles of 10, folded.

   C. Rental and billing of shop towels will be handled in the following manner: RTD will establish an inventory level for shop towels at the start of this Contract. The estimated quantity is between 600-1000 towels. Quantities may fluctuate according to season or special functions.

   D. Shop towel inventories will be reconciled no less than once per month by the Contractor. All applicable loss charges for shop towels will be invoiced once per month to the appropriate location. Loss charges will be paid at the unit price as set forth on the Price Proposal Form.

3. TERRYCLOTH TOWELS

   A. All terrycloth towels shall be American made, first quality 15" x 15" (minimum size), 100% cotton, and shall be free from metal shavings.

   B. Towels shall be supplied in bundles of 10, folded.

   C. Rental and billings of terrycloth towels will be handled in the following manner: RTD will establish an inventory level for shop towels at the start of this Contract. The estimated quantity is between 600-1000 towels, but may vary by season or special event.

   D. Terrycloth towels inventory will be reconciled no less than once per month by the Contractor. All applicable loss charges for shop towels will be invoices once per month to the appropriate location. Loss charges will be paid at the unit price as set forth on the Price Proposal Form.

4. MICROFIBER TOWELS

   A. All microfiber towels shall be American made, first quality 15" x 15" (minimum size), made of a synthetic material similar to cotton or polyester and classified as microfiber, and shall be free from metal shavings.

   B. Towels shall be supplied in bundles of 10, folded.

   C. Rental and billings of microfiber towels will be handled in the following manner: RTD will establish an inventory level for shop towels at the start of this Contract. The estimated quantity is between 600-1000 towels, but may vary by season or special event.

D. Terrycloth towels inventory will be reconciled no less than once per month by the Contractor. All applicable loss charges for shop towels will be invoices once per month to the appropriate location. Loss charges will be paid at the unit price as set forth on the Price Proposal Form.

5. FLOOR MATS

A. All floor mats shall be first quality, nylon with rubber backing, in the following sizes:

- 3′ x 4′
- 4′ x 6′
- 3′ x 10′

B. All floor mats shall be rotated on a weekly basis.

C. Floor mats shall be weighted enough to lie flat at all times so as not to create a safety/trip hazard. In the event a floor mat begins to shift and/or curl creating a safety hazard, Contractor will replace said mat with new mat within seven (7) days of RTD's request at no additional charge to RTD.

D. RTD may require blank and/or decorated floor mats depending on location of each mat. Decorated floor mats are to be printed with RTD Safety Slogan. Both blank and decorated mats are included within RTD's Price Proposal Form.

E. The final quantity, installation location, and safety slogan of floor mats for each RTD location will be given to the successful Contractor at time of Contract commencement.

6. LOCKERS FOR NEWLY LAUNDERED UNIFORMS

A. The Contractor shall provide, at each RTD location, a locker for storage of newly laundered uniforms.

B. Each locker shall be made of heavy gauge steel with tamper proof hinges and have individual locks. Lockers shall be double tiered with eight (8) openings per locker with jacket rod. Contractor shall provide label for each locker with RTD employee name, and update label throughout the Contract term at RTD's request for new name and/or label. Contractor shall be responsible for the maintenance and upkeep of the lockers in an industrial environment during the life of the contract. Locker specifications are as follows:

Color:	Light Grey
Dimensions:	7′ H x 26″ L x 21″ D
Total Qty.:	Twelve (12) [RTC location] Vendor may provide a better calculation of need based on offerings.

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

If size varies, Proposers must submit a "Request for Approved Equals," (see Part II. Instructions, Section 2.13) to RTD prior to Proposal submission.

7. BINS AND CANS FOR SOILED ITEMS

A. Bins: The Contractor shall provide at the RTD location a bin for the storage of soiled uniforms. Each bin shall be made of heavy gauge steel with tamper-proof hinges and individual locks. Bin shall be single-tier with self-closing swinging door. Contractor shall be responsible for the maintenance and upkeep of the lockers in an industrial environment during the life of the contract.

Color: Light Grey

Dimensions: 7' H x 26" L x 21" D

Total Qty: Four (4) [RTC location]

B. Oily Waste Cans: Contractor shall provide to RTD thirteen (13) oily waste cans at the RTC for the storage of soiled items. Oily waste cans must have or be the following:

- A ventilated raised bottom.
- Self-closing, foot operated lid.
- A large folding carry handle.
- Made with heavy gauge galvanized steel with a powder coat finish.
- 14-gallon hazardous receptacles.
- OSHA compliant.
- Red in color.

8. ARTICLE CHANGES DURING CONTRACT TERM

RTD reserves the right to delete clothing or related items from the Contract over the three-year term. The weekly charges for any deleted item will be immediately dropped from RTD's invoices by the Contractor.

RTD also reserves the right to add new clothing articles, towels, mats, lockers, bins, oily waste cans, and/or other related items during the term of this Contract. The parties shall negotiate the additional charge for such new items and RTD will issue an appropriate Change Order/Amendment to the Contract.

9. POINTS OF DELIVERY

Contractor shall deliver and pick-up all items under this Contract, including but not limited to garments, lockers, bins, mats, and oily waste cans to RTD locations listed below. Exact quantities per location will be provided to the Contractor by RTD at Contract commencement.

RTD's Regional Transportation Center (RTC) [Primary Location]
2849 East Myrtle Street

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

Stockton, CA 95205

RTD's Downtown Transit Center (DTC):
421 East Weber Avenue
Stockton, CA 95205

RTD's County Transportation Center (CTC)
120 North Filbert Street
Stockton, CA 95205

The locations of one or more of the above designated facilities may be moved during the term of the Contract; therefore, RTD reserves the right to notify the Contractor of new locations for delivery of any and all items under this Contract.

EXHIBIT B
COMPENSATION, INVOICING & PAYMENT
(FIRM-FIXED PRICE)

1. COMPENSATION

This is a firm-fixed unit price Contract in accordance to the table below with a maximum value of **Three Hundred Thousand Dollars ($300,000.00)** ("Total Compensation Amount"), for which amount Contractor agrees to complete all of the Services defined in this Contract. The unit prices below includes Contractor's total direct costs, indirect costs, and profit, including all labor, materials, taxes, and other expenses incurred by Contractor in the performance of this Contract. No additional compensation will be paid without a written amendment to this Contract.

Line No.	Description	Unit Rate	Replacement Price
1	Vest - Quilted	$0.28	$38.50
2	Jacket-Slash Pocket	$0.28	$38.50
3	Coverall-Industrial 65/35	$0.32	$30.50
4	Dress Shirt 65/35 SS (Supervisor)	$0.22	$18.50
5	Dress Shirt 65/35 LS (Supervisor)	$0.22	$18.50
6	Executive Pants (Supervisor)	$0.22	$23.50
7	Performance Polo (Supervisor)	$0.22	$22.50
8	Industrial Work Shirt SS	$0.18	$18.50
9	Industrial Work Shirt LS	$0.18	$18.50
10	Industrial Work Pant 65/35	$0.18	45.00
11	Shop Towel	$0.05	$0.33
12	Terry Towel	$0.10	$0.98
13	Micro Fiber Towel	$0.12	$1.12
14	Comfort Flow Mat 3x5	$3.50	$134.50
15	Mat 3x4	$1.55	$37.50
16	Mat 4x6	$2.30	$70.50
17	Mat 3x10	$3.30	$90.50
18	Mat 3x4 (Safety)	$1.55	$64.50
19	Mat 4x6 (Safety)	$3.30	$90.50
20	Custom Logo & Size RTD Mat	$1.55	$64.50
21	Lockers 8-Bank	$2.00	$250.00
22	Soil Locker	$1.00	150.00

2. INVOICING

Contractor shall invoice RTD on a monthly basis for partial payments corresponding to the percentage of work actually completed by Contractor.

A. Invoice Format

RTD shall pay Contractor on the basis of invoices submitted every month for that portion of the Services performed during the preceding month. Invoices shall be in a form acceptable to RTD and each invoice must include:

- Contract Number
- PO Number
- Quantity, Description, Rate

Contractor shall also furnish such other information, as may be requested by RTD, to substantiate the validity of an invoice.

B. Invoice Submittal

Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, Word, or Excel format.

Email: RTD-AccountsPayable@SJRTD.com

C. At its sole discretion, RTD may decline to make full payment for any portion of the Services until such time as Contractor has documented, to RTD's satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. RTD's payment in full for any portion of the Services shall not constitute RTD's final acceptance of any or all of Contractor's work. Should RTD contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. RTD may, at any time, conduct an audit of any and all records kept by Contractor for the Services. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices and any retention funds.

3. PROMPT PAYMENT

RTD will pay approved invoices within thirty (30) days after receipt by RTD. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within ten (10) days of receipt of payment by RTD for such Services. Contractor must return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under the Contract, the Contractor and its subcontractors, at its sole cost and expense, prior to commencing work, shall secure and keep in force during the entire term of the Contract or longer, as may be specified below, the following insurance coverage, limits, and endorsements. If the Contractor maintains higher limits than the minimums shown below, RTD requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Under the Contract, the Contractor and its subcontractors are bound to the provisions stated herein.

MINIMUM SCOPE AND LIMIT OF INSURANCE		
	TYPE OF INSURANCE COVERAGES (Coverage shall be at least as broad as those stated below)	**MINIMUM COVERAGE LIMITS (Policies shall contain limits no less than those stated below)**
☒	**Commercial General Liability (CGL)** Insurance Services Office (ISO) Form CG 00 01 12 07 or equivalent covering CGL on an "occurrence" basis, including, but not limited to: Premises Liability; Products-Completed Operations, Contractual Liability; Personal and Advertising injury.	$1,000,000.00 per occurrence If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
☒	**Automobile Liability** ISO Form Number CA 00 01 or equivalent covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9). **Personal Automobile Liability** is acceptable for individual Contractors with no transportation or hauling related activities	$1,000,000.00 per accident for bodily injury and property damage, any auto
☒	**Workers' Compensation (WC) and Employers Liability (EL)** As required by the State of California, with Statutory Limits, and Employer's Liability (EL) Insurance. **Required for all Contractors and subcontractors with employees**	**WC**: Statutory Limits **EL**: $1,000,000.00 per accident for bodily injury or disease
☐	**Professional Liability (Errors and Omissions)**	For legal contracts $5M per claim/$10M Annual Aggregate

	Insurance appropriate to Contractor's profession. Policy should include Cyber Liability insurance including network and internet security liability, privacy liability and media liability coverages for those Contractor's handling or with exposure to RTD's personally identifiable information.	$1,000,000.00 per occurrence or claim $2,000,000.00 annual aggregate
☐	**<u>Employee Dishonesty Insurance</u>** Insurance covering Contractor's officers, agents, and employees, and protection to RTD from theft. *Coverage shall include coverage for Client Property or Third-Party Property coverage depending on the coverage form.*	Coverage in the Amount of fifty thousand ($50,000.00) dollars with respect to any one occurrence. Contractor may provide this coverage through self-insurance.

OTHER INSURANCE PROVISIONS

A. **Additional Insured Endorsements:**
The San Joaquin Regional Transit District (RTD), its Board, the Retirement Board and the individual members thereof, all their officials, agents, employees, volunteers, and representatives thereof, are to be covered as additional insureds to the following policy(ies), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

1. **Commercial General Liability (CGL):** General liability coverage can be provided in the form of an endorsement to the required insurance. For construction projects, it should at least as broad as ISO Form CG 20 38 04 13 for ongoing operations and ISO Form CG 20 37 04 13 for completed operations. For those contracts not including construction work, RTD requires to be added as Additional Insured, but Contractor's insurer may satisfy this requirement through a blanket Additional Insured endorsement.

B. **Other Insurance Provisions:**

1. **PRIMARY COVERAGE:** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects to RTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

2. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage(s) for subcontractors shall be

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

subject to all of the requirements stated herein, to include "Item A, Additional Insured Endorsements", above.

3. **NOTICE OF CANCELLATION:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to RTD. Contractor shall provide thirty (30) days advance written notice to RTD of cancellation by the insurance carrier. Contractor is required to provide RTD with thirty (30) days advance written notice for non-renewal of the coverage and the amount thereof, or reduction in coverage.

4. **WAIVER OF SUBROGATION:** Contractor hereby grants to RTD a waiver of any right to subrogation which any insurer of said Contractor may acquire against RTD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not RTD has received a waiver of subrogation endorsement from the insurer.

5. **DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions must be declared to and approved by RTD. RTD may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **JOINT VENTURES**: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   a. Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies.
   b. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."

7. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Contract with the following exception: Insurance policies and coverage(s) written on a claims-made basis (refer to item 8 below which contains claims made policy provisions). **Lapse(s) in coverage** is not permitted and Contractor is to ensure that a lapse in coverage does not occur.

8. **<u>CLAIMS-MADE POLICIES</u>**
   If any of the required policies provide claims-made coverage:

   a. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Contract work.
   b. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the Contract.***

DocuSign Envelope ID: B3D2539F-D8CA-42A5-B268-7A21C2C138C2

c. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of work.

9. **REDUCTION OR LIMIT OF OBLIGATION:** Pursuant to the provisions of this Contract, insurance affected or procured by the Contractor shall not reduce or limit Contractor's Contractual obligation to indemnify and defend the Indemnified Parties.

10. **INSURER LOCATION:** The insurance carrier(s) providing the required coverage(s) shall be licensed in the state where the Contractor is headquartered.

11. **ACCEPTABILITY OF INSURERS**: (a) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to RTD. Acceptance of Contractor's insurance by RTD shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

12. **INSURANCE SUBMITTAL:** Before commencing operations under this Contract, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to RTD, evidencing that all required insurance coverage is in effect. RTD reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: RTD – Director of Procurement, P.O. Box 201010, Stockton, California 95201. Contractor is responsible for providing updated evidence of coverage to RTD throughout the life of the Contract and in accordance with claims-made basis written policies and coverage(s). Contractor shall ensure that RTD is provided with the most recent Certificates of Insurance and endorsements.

Attachment B
Cover Page

RESOLUTION NO. _____
DATED: AUGUST 19, 2022

RESOLUTION AUTHORIZING THE CEO TO EXECUTE A CONTRACT WITH MISSION LINEN SUPPLY FOR MAINTENANCE UNIFORM AND SUPPLY SERVICES, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $300,000 FOR A THREE-YEAR BASE TERM AND TWO ONE-YEAR OPTIONS

WHEREAS, San Joaquin Regional Transit District (RTD) is bound by the CBA to provide uniforms, supplies, and the laundering thereof for the maintenance and facilities staff; and

WHEREAS, RTD is seeking firms to provide rental services for maintenance supplies and uniforms, including laundering, alterations, and repairs for its maintenance and facilities staff; and

WHEREAS, staff has reviewed the proposals and determined that Mission Linen Supply is the highest ranked proposer and responsive to all the requirements of the RFP.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District, as follows:

1) That the CEO be, and hereby is, authorized to finalize and execute the contract with Mission Linen Supply for Maintenance Uniform and Supply Services, for a total contract amount not to exceed $300,000 for a three-year base term and two one-year options.

2) That the Chair of the Board and the CEO, acting separately, are hereby authorized and directed to execute such other agreements and amendments to this agreement, and to take such other actions as may be necessary or appropriate to carry out the intent and purpose of this resolution.

LEAD STAFF: **JOHN COOSE, FACILITIES SUPERINTENDENT**
CIRO AGUIRRE, CHIEF OPERATING OFFICER

I. RECOMMENDED ACTION:

Authorize the CEO to execute a contract with Pennino Management Group for On-Call Project Management Services for a total contract amount not to exceed $500,000 for a five-year base term and a 1-year option.

II. SUMMARY:

- On March 1, 2022, RTD submitted a Request for Proposal (RFP). RTD is anticipating starting several projects in the next five years ranging from $20,000 to $3,500,000. One firm submitted an RFP (Pennino Management Group) and meets the qualifications. This contract will be Task Order driven and will be used on an as-needed basis.
    - Hydrogen Bus Pilot
    - Bus Wash Blower System
    - Energy Saving Initiatives
- A competitive procurement was conducted to solicit proposals from qualified firms. One firm submitted a proposal for RTD's review.
- This contract aligns with RTD's Strategic Priorities 3 and 4 (Financial Health and Operations Excellence).
- Staff recommends that the RTD Board of Directors authorize the CEO to execute a contract with Pennino Management Group.

III. DISCUSSION/BACKGROUND

RTD anticipates a number of projects with an estimated project cost range of $20,000 to $3,500,000 or more. RTD is looking for firms with expertise in project management, depth of resources, and familiarity with local and regulatory issues that will manage, oversee, administer, and coordinate project(s) with the builder on behalf of RTD.

The current list of projects includes the hydrogen bus pilot program, bus wash blower system at the Regional Transportation Center, and additional energy saving initiatives, such as the Battery Energy Storage Systems, and solar upgrade to add batteries to the existing solar photovoltaic system. RTD is not limited to only these projects and this list of projects is subject to change during the contract to satisfy RTD's needs and demands.

On March 1, 2022, RTD issued the Request for Proposal (RFP) 23002-S for an On-Call Project Management Services. RFP was advertised on The Record and posted on its e-procurement portal that outreached to 466 potential proposers and builder's exchanges. Of the 466 that were outreached, 44 downloaded the RFP.

The RFP was due on April 12, 2022, and RTD received one proposal. The proposal was from Pennino Management Group (PMG).

A survey was conducted on why firms did not propose and received the following responses:

- (4) Unable to take work at this time due to other obligations or commitments
- (1) Unable to provide required license(s)

Staff has reviewed the proposal and determined that PMG is qualified and responsive to all the requirements of the RFP. Additionally, RTD staff has had previous experience working successfully with PMG on other projects, such as the Martin Luther King/MLK Corridor (bus shelters, cameras, and fare vending machines), Union Transportation Station, and currently the solar project at RTC.

Staff recommends that the Board to authorize the CEO to execute a contract on behalf of RTD with PMG for an On-Call Project Management Services for an amount not to exceed $500,000.

The contract to be awarded is on an as-needed basis and pursuant to Task Order(s). There is no guarantee of any amount of work that will be ordered or allocated, or the total compensation to be paid to PMG.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the Board's Strategic Priorities 3 and 4.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

This is a 5-year plus a one-year option term contract with a not-to-exceed amount of $500,000. The expense is budgeted in FY 23 in the amount of $85,000 in account 2340012255-1532034 (Bus Charging Station).

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

- Do nothing. This alternative is not recommended since there are project that will need detailed Scope of Work, engineering, and experienced project oversight

- Staff is confident that it is in RTD's best interest to award Pennino Management Group a contract to avoid project delays and setbacks regarding engineering/design and construction.

VIII. ATTACHMENTS

Attachment A: Contract
Attachment B: Resolution

Prepared by: John Coose, Facilities Superintendent

I. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

CONTRACT 23002-S
FOR
ON-CALL PROJECT MANAGEMENT SERVICES

This CONTRACT (Contract) is made and entered into as of September 1, 2022, by and between the **SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)**, a public transit district and **PENNINO MANAGEMENT GROUP** (Contractor), a California corporation (collectively referred to as "the Parties").

WHEREAS, Contractor was awarded a contract pursuant to Request for Proposals (RFP) 23002-S for On-Call Project Management Services.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. **CONTRACT DOCUMENTS**. This Contract consists of the documents listed below, which are attached to and incorporated into this Contract:

   A. Task Orders, if applicable
   B. This Contract
   C. Exhibit A: Federal Requirements
   D. Exhibit B: DBE Plan Requirements
   E. Exhibit C: Scope of Services
   F. Exhibit D: Contractor's Proposal and Cost Proposal dated March 1, 2022, as accepted by RTD
   G. Exhibit E: Compensation, Invoicing and Payment, E-1: Time and Materials, E-2: Cost Plus Fixed-Fee, E-3: Firm Fixed Price
   H. Exhibit F: Insurance Requirements
   I. Exhibit G: Approved Subcontractors
   J. Exhibit H: Task Order Procedures and Sample Task Order
   K. Exhibit I: Labor Code Requirements

   In the event of a conflict between or among the terms of the Contract documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

2. **SCOPE OF SERVICES**

   Contractor will provide the services set forth in **Exhibit C, as supplemented by Exhibit D,** (Services) in accordance with the terms and conditions of this Contract.

   Services will be performed on a Task Order basis pursuant to a qualification-based competitive selection process as further described in **Exhibit H**. Each Task Order will include a specific scope of services, a period of performance, compensation, and other task-specific terms and conditions. A Sample Task Order is included in **Exhibit H** for

reference. Work to be performed pursuant to a Task Order issued under this Agreement must be completed within the period of performance stated in the Task Order.

Contractor is responsible for performing all work necessary to complete, in a manner satisfactory to RTD, the work described in this Agreement, and in properly approved Task Order(s) or amendments to this Agreement. In the performance of its work, Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing on-call project management services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

3. **CONTRACT TERM; TIME FOR PERFORMANCE**

The term of this Contract will be for **five (5)** years commencing upon **September 1, 2022** and ending on **August 31, 2027**, unless terminated earlier by RTD. Contractor will furnish RTD with all the materials, equipment and services called for under this Contract, and perform all other work, if any, described in the solicitation documents.

RTD reserves the right, in its sole discretion, to exercise a **one (1)** year option term to extend the Contract, pursuant to the terms of this Contract. If RTD determines to exercise the option term(s), RTD will give Contractor at least 30 days' written notice of its determination.

Contractor will commence performance of this Contract immediately following receipt of a Notice to Proceed from RTD. In the event that **Exhibit C** includes more than one project or phase, RTD will issue a separate Notice to Proceed with respect to each project or phase. Contractor may not commence performance of any project or phase of this Contract until it receives a duly executed Notice to Proceed from RTD.

Task Orders for a specific project or phase during the Contract term, may be issued to Contractor pursuant to the qualification-based competitive selection process as further described in **Exhibit H**. Task Orders may be issued under this Agreement any time during the term of this Agreement. Contractor's performance shall commence on the date stated for each Task Order, and must complete the services within the period specified in the Task Order. The term of a Task Order may not extend beyond the term of this Agreement, unless the Agreement is extended pursuant to a properly executed amendment.

4. **REPRESENTATIVES**.

A. Contractor's Representative

At all times during the Contract term, **Bryan Pennino,** President**,** will serve as Contractor's primary staff person to undertake, render, and oversee the Services. Upon written notice by Contractor and approval by RTD, which will not be

unreasonably withheld, Contractor may substitute this person with another person, who will possess similar qualifications and experience for this position.

B. Key Personnel. Certain skilled and experienced personnel are essential for the successful accomplishment of the Services to be performed under this Contract. These personnel are defined as "Key Personnel" and are those persons listed in **Exhibit B**. Contractor agrees that such personnel shall not be removed or replaced from the Contract work without a written approval from RTD.

C. RTD's Representative

Except when approval or other action is required to be given or taken by the RTD Board of Directors, RTD's Chief Executive Officer, or such person(s) as they will designate in writing from time to time, will represent and act for RTD.

5. COMPENSATION, INVOICING, and PAYMENT

Contractor will be paid for satisfactory performance of the Services in accordance with **Exhibit E.**

6. NOTICES

A. All communications relating to the day-to-day performance of the Services will be exchanged between RTD's **John Coose** at jcoose@sjrtd.com, or designee, and Contractor's **Bryan Pennino** at bpennino@penninogroup.com.

B. Notice informing Contractor of RTD's decision to exercise discretionary Contract options will be exchanged between the names set forth above.

C. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party must be in writing and must be given by personal delivery to a party's authorized representative, by email at the addresses following the signature lines at the end of the Contract, or certified mail, postage prepaid, delivered to the addresses following the signature lines at the end of the Contract.

7. OWNERSHIP OF WORK.

A. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared by Contractor in the performance of the Services will be and are the property of RTD ("Work Product"). RTD will be entitled to copies and access to Work Product during the progress of the work. Any Work Product remaining in Contractor's, or its subcontractor's, possession upon completion or termination of the Contract will be immediately delivered to RTD. If any Work Product is lost, damaged, or destroyed before final delivery to RTD, Contractor will replace them at its own expense. Contractor assumes all risks

of loss, damage, or destruction of or to Work Product. Contractor may retain a copy of its Work Product for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to Work Product are hereby assigned to RTD. Contractor agrees to execute any additional documents that may be necessary to evidence such assignment. Contractor represents and warrants that all Work Product is original or developed from materials in the public domain (or both) and that no Work Product infringes or violates any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

8. USE OF SUBCONTRACTORS

Contractor may not subcontract any part of the Services other than those services and subcontractors identified in **Exhibit G**. Any subcontractors/subconsultants must be engaged under written contract with Contractor with provisions allowing Contractor to comply with all requirements of this Contract, including without limitation the "Ownership of Work" provisions in Section 7. Contractor will be solely responsible for reimbursing any costs incurred by subcontractors and RTD will have no obligation to them.

9. CHANGES

RTD may at any time, by written order, make changes to Services. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed by the parties will be made in the limit on compensation as set forth in **Exhibit E** in the time of required performance as set forth in Section 3, or both. In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the Services and result in an adjustment in the amount of compensation and/or time specified herein, or identifies any RTD conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that Contractor regards as a change to the Contract terms and conditions, Contractor must advise RTD immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and state the proposed adjustment in compensation and/or time. This notice must be given to RTD prior to the time that Contractor performs work related to the proposed adjustment in compensation and/or time. The pertinent changes will be expressed in a written supplement to this Contract issued by RTD prior to implementation of such changes. Failure to provide written notice and receive RTD approval for extra work prior to performing extra work may, at RTD's sole discretion, result in nonpayment of the invoices reflecting such extra work.

10. INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Contract, Contractor and its subcontractors, at its sole cost and expense, must secure and keep in force the insurance

coverage, limits, and endorsements indicated in **Exhibit F**, "Insurance Requirements," during the entire term of the Contract or longer, as may be required.

11. CONFIDENTIALITY

Contractor may have access to certain proprietary or confidential information (Confidential Information) including, but not limited to, designs, processes, inventions, methods, business strategies, plans, and operations. All of the Confidential Information will remain the sole property of RTD and will not be used or duplicated by Contractor except in connection with the Services to be performed by Contractor under this Contract. Contractor will keep the Confidential Information in the strictest confidence and will not disclose it by any means to any third party, except with RTD's prior written approval, and only to the extent necessary to perform the Services. Contractor may disclose the Confidential Information to its employees or Contract personnel only to the extent necessary to perform the Services and only after they have agreed in writing to the provisions of this section.

Contractor, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Contract, whether deemed confidential or not, without the approval of RTD's CEO or designee.

Upon termination of this Contract, Contractor will return to RTD all of the Confidential Information in Contractor's possession, including computer files, written documents and notes, and will cease to make any further use of it. Contractor's obligations under this section will remain in effect during the term of this Contract and will continue after its termination.

12. RESPONSIBILITY; INDEMNIFICATION

A. Contractor will be responsible for the work performed under the terms of this Contract to the extent provided by law. RTD will not be held liable or responsible for the maintenance and/or safety of Contractor’s equipment or supplies placed upon RTD’s property in accordance with this Contract. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.

B. Contractor will defend, indemnify and hold harmless RTD and its directors, officers, agents and employees against any and all claims, losses, suits, demands, and liens including attorneys’ fees and costs, brought against RTD, its directors, officers, agents or employees, arising out of any of the following: (i) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from a negligent act or omission or willful misconduct by Contractor or its employees, subcontractors, consultants, subconsultants or agents in the performance of this Contract; or (ii) Any allegation that materials or services provided by Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

C. Contractor will defend or settle, at Contractor's own expense, any action, claim or suit against RTD for which it is responsible hereunder, and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RTD or its directors, officers, agents or employees, Contractor will, at its expense, satisfy and discharge the same. As a condition to any indemnity hereunder, RTD will notify Contractor promptly of any claim for which RTD believes Contractor is responsible hereunder.

D. This section will survive termination or expiration of the Contract.

13. **CONTRACTOR'S STATUS**

Neither Contractor nor any party contracting with Contractor will be deemed to be an agent or employee of RTD. Contractor is and will be an independent contractor and the legal relationship of any person performing services for Contractor will be one solely between that person and Contractor.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

Contractor agrees to comply with all federal, state and local laws and regulations, including without limitation, those requiring business permits, certificates and licenses necessary to perform the Services described in this Contract.

15. **COOPERATION OF RTD**

RTD agrees to comply with all reasonable requests of Contractor and provide access to all records, documents and/or equipment reasonably necessary to perform the Services, in RTD's sole discretion.

16. **RTD WARRANTIES**

RTD makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Contract.

17. **WARRANTY OF SERVICES**

A. Contractor warrants that its professional services will be performed in accordance with the professional standards of practices of comparable project management firms at the time the Services are rendered.

B. In the event that any Services provided by Contractor hereunder are deficient because of Contractor's or its subcontractor's failure to perform Services in accordance with the warranty standards set forth above, RTD will report such deficiencies in writing to Contractor within a reasonable time. RTD thereafter will have: (i) The right to have Contractor re-perform the Services at Contractor's expense; (ii) The right to have the Services done by others and the costs thereof charged to and collected from Contractor if within 30 days after written notice to

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Contractor requiring such re-performance, Contractor fails to give satisfactory evidence to RTD that it has undertaken said re-performance; or (iii) The right to terminate the Contract for default.

C. Contractor will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

18. CLAIMS OR DISPUTES

Contractor will be solely responsible for providing timely written notice to RTD of any claims for additional compensation and/or time in accordance with the provisions of this Contract. It is RTD's intent to investigate and attempt to resolve any Contractor claims before Contractor has performed any disputed work. Therefore, Contractor's failure to provide timely notice will constitute a waiver of Contractor's claims for additional compensation and/or time.

Contractor will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RTD, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RTD due written notice of a potential claim. The potential claim will set forth the reasons for which Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RTD, such notice will be given to RTD prior to the time that Contractor has started performance of the work giving rise to the potential claim for additional time and/or compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, Contractor will continue to work during the dispute resolution process in a diligent and timely manner as directed by RTD, and will be governed by all applicable provisions of the Contract. Contractor will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves Contractor claim, the Parties will execute a Contract modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to Contractor claim, they may choose to pursue a dispute resolution process or to terminate the Contract.

19. REMEDIES

In the event Contractor fails to comply with the requirements of this Contract in any way, RTD reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Contract in whole or in part.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

20. TEMPORARY SUSPENSION OF WORK

RTD, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RTD may deem necessary. RTD may suspend the work for any reason, including without limitation, Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract and factors that are not Contractor's responsibility. Contractor will comply immediately with RTD's written order to suspend the work wholly or in part. The suspended work will be resumed when Contractor is provided with written direction from RTD to resume the work. If the suspension is due to Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract, or other action or omission on the part of Contractor, all costs will be at Contractor's expense and no schedule extensions will be provided by RTD. In the event of a suspension of the work, Contractor will not be relieved of Contractor's responsibilities under this Contract, except the obligations to perform the work that RTD has specifically directed Contractor to suspend under this section. If the suspension is not the responsibility of Contractor, suspension of all or any portion of the work under this section may entitle Contractor to compensation and/or schedule extensions subject to the Contract requirements.

21. TERMINATION

A. Expiration of Term

This Contract will terminate upon the expiration date set forth in Section 3 unless extended by a mutually agreed upon written amendment to this Contract, or terminated earlier pursuant to this section.

B. Mutual Consent

This Contract may be terminated with the written mutual consent of both Parties, upon such terms and conditions as may be mutually agreed.

C. Termination by Default

In the event that Contractor fails to perform any obligations or fulfill any requirement under this Contract within ten (10) calendar days after receiving written notice provided in accordance with Section 6 from RTD to do so, RTD may terminate this Contract for default. If Contractor cures the default within the cure period, but subsequently defaults again, RTD may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against Contractor or for appointment of a receiver for Contractor's property, RTD may terminate this Contract immediately without the ten (10) day cure period.

Upon receipt of a notice of termination for default, Contractor may not commit itself to any further expenditure of time or resources. RTD agrees to remit final payment to Contractor in an amount to cover only those sums actually due and

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

owing from RTD for work performed in full accordance with the terms of the Contract as of the effective date of termination.

In the event of termination for default, RTD will be under no obligation to pay to Contractor the Contract price, or any portion thereof, unless RTD finds Contractor has partially performed said Contract to RTD's satisfaction, under which circumstances RTD will pay Contractor for the work satisfactorily completed prior to the effective date of termination, less all damages and losses suffered by RTD as a result of Contractor's failure to perform in accordance with the Contract.

RTD is not in any manner liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Contract, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Contract become the property of RTD upon the effective date of the termination for default.

The rights afforded to RTD under this subpart are in addition to any other rights provided by law or set forth in this Contract. RTD may exercise any or all of such rights, which individually or conjunctively will totally compensate RTD for the damages, suffered by RTD resulting from Contractor's default.

D. Termination for Convenience

RTD may terminate this Contract at any time for convenience by giving Contractor at least thirty (30) calendar days' prior written notice provided in accordance with Section 6. Upon receipt of such notice, Contractor may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RTD terminates the Contract for convenience, RTD agrees to pay Contractor, in accordance with the provisions of **Exhibit E** all sums actually due and owing from RTD upon the effective date of termination, plus any costs reasonably necessary to effect the termination. Contractor is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Contract as of the date of termination are the property of RTD upon the effective date of the termination for convenience. Contractor and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RTD deems necessary. Failure to so cooperate is a breach of the Contract and grounds for the termination for convenience to be treated as a termination for default.

E. Rights and Remedies

RTD's rights and remedies provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

22. LIQUIDATED DAMAGES

Not Applicable.

23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Contractor and subcontractor costs incurred in the performance of this Contract will be subject to audit. Contractor and its subcontractors will permit RTD, the State Comptroller, and their authorized representatives, Federal Transit Administration (FTA), U.S. Department of Transportation (DOT) Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to inspect, examine, make excerpts from, transcribe, and copy Contractor's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Contract at any reasonable time, and to audit and verify statements, invoices or bills submitted by Contractor pursuant to this Contract. Contractor will also provide such assistance as may be required in the course of such audit. Contractor will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Contract. If, as a result of the audit, it is determined by RTD's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, Contractor agrees to reimburse RTD for those costs within sixty (60) days of written notification by RTD.

24. NON-DISCRIMINATION ASSURANCE

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by 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 RTD deems appropriate.

25. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by RTD's contracting officer, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by RTD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

26. **CONFLICTS OF INTEREST**.

A. General

Depending on the nature of the work performed, a contractor of RTD may be subject to the same conflict of interest prohibitions established by FTA and California law that govern RTD's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of this Contract, Contractor and its employees may be required to disclose financial interests.

Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Contract. Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Contract. Violation of this provision may result in this Contract being deemed void and unenforceable.

Depending on the nature of the work performed, Contractor may be required to publicly disclose financial interests under the RTD's Conflict of Interest Code. Upon receipt, Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by RTD.

No person previously in the position of director, officer, employee or agent of RTD during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor may any such person act as an agent or attorney for, or otherwise represent Contractor

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

by making any formal or informal appearance, or any oral or written communication, before RTD, or any officer or employee of RTD, for a period of one (1) year after leaving office or employment with RTD if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

Contractor will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RTD; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other contract.

Contractor will not engage the services of any subcontractor or independent contractor on any work related to this Contract if the subcontractor or independent contractor, or any employee of the subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.

If at any time during the Contract term, Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor immediately will provide RTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the Contract term, RTD becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, RTD will similarly notify Contractor.

In the event a conflict is presented, whether disclosed by Contractor or discovered by RTD, RTD will consider the conflict presented and any alternatives proposed and meet with Contractor to determine an appropriate course of action. RTD's determination as to the manner in which to address the conflict will be final.

During the Contract term, Contractor must maintain lists of its employees, and the subcontractors and independent contractors used and their employees. Contractor must provide this information to RTD upon request. However, submittal of such lists does not relieve Contractor of its obligation to assure that no organizational conflicts of interest exist. Contractor will retain this record for five (5) years after RTD makes final payment under this Contract. Such lists may be published as part of future RTD solicitations.

Contractor will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. Contractor will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject Contractor to damages incurred by RTD in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Contract for breach.

C. Verification of Compliance

Contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this Contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause. For the purposes of this section, the term "Contractor" means Contractor, its subsidiaries and affiliates, joint ventures involving Contractor, any entity with which Contractor may hereafter merge or affiliate and any other successor or assignee of Contractor.

27. **CALIFORNIA PUBLIC RECORD ACT REQUESTS**.

A. In response to a request made pursuant to the California Public Records Act (CPRA), Contractor consents to the release of: this Contract; the redacted version of Contractor's proposal, if applicable; any portion of Contractor's proposal not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; any communication between Contractor and RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; any other materials shared with RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; and any Work Product, as defined in Section 7.

B. Contractor waives all claims against the RTD, its directors, officers, employees and agents, for the disclosure of information not marked as confidential by Contractor and included in a confidentiality index accepted by RTD. If Contractor did not include a confidentiality index in its proposal, RTD will have no obligation to withhold any information in the proposal from disclosure and may release the information sought without liability to the RTD.

C. Upon receipt of a request pursuant to the CPRA seeking this Contract, Contractor's proposal, or any other communication or material Contractor has marked as confidential and included in a confidentiality index accepted by RTD, RTD may disclose the Contract and a redacted version of Contractor's proposal,

communications or other materials, or may withhold material designated in the confidentiality index that is exempt from disclosure under the CPRA. If RTD determines that information in the confidentiality index is not exempt from disclosure, RTD will give reasonable notice to Contractor prior to releasing any material listed in the confidentiality index.

D. Contractor agrees to indemnify, defend, and hold harmless RTD, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting information provided by Contractor), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of information marked as confidential and included in a confidentiality index. If Contractor fails to accept a tender of a defense, RTD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

28. **FEDERAL REQUIREMENTS**

Contractor agrees to comply with all of the federal requirements contained in **Exhibit A**.

29. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN REQUIREMENTS**

Contractor agrees to comply with all of the DBE Plan requirements contained in **Exhibit B**.

30. **LABOR CODE REQUIREMENTS**

This Contract may involve the provision of work that may be subject to the California Labor Code. Contractor and subsequently tiered subcontractors(s) must comply with applicable sections of division 2 part 7 chapter 1 of the California Labor Code, including the payment of prevailing wage rates. Prevailing Wage requirements are attached hereto and incorporated herein to this Contract as in **Exhibit I**. To the extent applicable, Contractor and all its subcontractors shall comply with the California Labor Code and Prevailing Wage Law, and agrees to comply with all of the Labor Code requirements in **Exhibit I**.

31. **WAIVER**

A waiver of any of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the party waiving the breach or covenant. A waiver by any of the Parties of a breach or covenant will not be considered to be a waiver of any other succeeding breach or any other covenant unless specifically and explicitly stated in such a waiver.

32. **ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Contract or to determine the rights of the Parties under this Contract, the prevailing

party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

33. **SEVERABILITY**

If any provision of this Contract is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract will remain in full force and effect.

34. **NO THIRD-PARTY BENEFICIARIES**

This Contract is not for the benefit of any person or entity other than the Parties.

35. **APPLICABLE LAW**

This Contract, its interpretation and all work performed under it will be governed by the laws of the State of California. Contractor must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all RTD's rules and regulations.

36. **RIGHTS AND REMEDIES OF RTD**

RTD's rights and remedies provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

37. **ASSIGNMENT**

Contractor may not assign any of its rights nor transfer any of its obligations under this Contract without RTD's prior written consent.

38. **BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Contract will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

39. **ENTIRE AGREEMENT; MODIFICATION**

This Contract, including any attachments and exhibits, constitutes the complete Contract between the Parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both Contractor and RTD. In the event of a conflict between the terms and conditions of this Contract and the attachments and exhibits, the terms of this Contract will prevail.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

San Joaquin Regional Transit District
P.O. Box 201010
Stockton, CA 95201
Phone: (209) 943-1111
Email: rtd-procurement@sjrtd.com

Date Executed: _____

By: _____
ALEX CLIFFORD
Chief Executive Officer

PROCUREMENT APPROVAL:
DocuSigned by:
Robert Kyle
F0C13001046F4C6...
ROBERT KYLE
Chief Financial Officer

APPROVED AS TO FORM:
DocuSigned by:
Madeline Chun
88467108AABB45F...
MADELINE CHUN
Attorney for RTD

Pennino Management Group
1949 W. Kettleman Lane
Lodi, CA 95242
Office Phone: (209) 370-1908
Mobile Phone: (209) 327-3787
Email: bpennino@penninogroup.com

Date Executed: 8/5/2022

By: DocuSigned by:
Bryan Pennino
88C20A44016C463...
BRYAN PENNINO
President

By: _____
Name
Title

**Note: If Contractor is a Corporation, this Contract must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:*
(1) the President, Vice President, or Chair of the Board; and
(2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.
In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If Contractor is a limited liability company (LLC), the Contract must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to RTD indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operation agreement.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT A
FEDERAL REQUIREMENTS

In its performance of the Contract, Contractor will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title.

☒ **DEFINITIONS**.

☒ **FLY AMERICA REQUIREMENTS**.

☒ **ENERGY CONSERVATION**.

☒ **RECYCLED PRODUCTS**.

☒ **CARGO PREFERENCE REQUIREMENTS**.

☒ **ACCESS TO RECORDS AND REPORTS**.

☒ **FEDERAL CHANGES**.

☒ **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**.

☒ **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**.

☒ **CIVIL RIGHTS REQUIREMENTS**.

☒ **SAFE OPERATION OF MOTOR VEHICLES.**

☒ **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**.

☐ **TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES**.

☐ **VETERANS PREFERENCE**.

☒ **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**.

☒ **LOBBYING**.

☒ **CLEAN WATER AND AIR REQUIREMENTS**.

☐ **BUY AMERICA REQUIREMENTS**.

☐ **PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**.

☐ **ACCESSIBILITY**.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

☐ **BUS TESTING**.

☐ **DAVIS-BACON ACT REQUIREMENTS**.

☐ **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

☐ **SEISMIC SAFETY**.

☐ **CHARTER SERVICE OPERATIONS**.

☐ **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**.

☐ **SCHOOL BUS OPERATIONS**.

☐ **SUBSTANCE ABUSE REQUIREMENTS**.

☒ **NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**

1. **DEFINITIONS**. The following definitions apply to these federal terms and conditions:

a. "Bid" means bid, proposal, or offer.
b. "Bidder" means bidder, proposer, or offeror.
c. "Contract" means the agreement to which these Federal Terms and Conditions apply.
d. "Contractor" means the person or entity named in the Purchase Order, Bid, Proposal or Contract to which these Federal Terms and Conditions apply.
e. "FTA" means the Federal Transit Administration.
f. "RTD" means the San Joaquin Regional Transit District.
g. "U.S. DOT" means United States Department of Transportation.

2. **FLY AMERICA REQUIREMENTS**. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

3. **ENERGY CONSERVATION**. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq*.

4. **RECYCLED PRODUCTS**. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

5. **CARGO PREFERENCE REQUIREMENTS**. The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to RTD (through the Contractor in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

6. **ACCESS TO RECORDS AND REPORTS**. Contractor must provide all authorized representatives of RTD, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are related to performance of this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to 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 Contractor agrees to maintain the same until RTD, 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.

7. **FEDERAL CHANGES**. Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (28) dated February 9, 2021) between RTD and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply constitutes a material breach of this Contract.

8. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**. RTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal

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

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Contractor, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

10. CIVIL RIGHTS REQUIREMENTS.

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 Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

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 Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, (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 activities undertaken in the performance of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

11. SAFE OPERATION OF MOTOR VEHICLES. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or RTD. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers,

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

12. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**. The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, as may be amended, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions.

13. **TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES**. The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

14. **VETERANS PREFERENCE**. To the extent practicable, the Contractor agrees that it and its subcontractors:

a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

15. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**. This contract is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by RTD. If it is later determined by RTD that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. **LOBBYING**. Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any RTD, 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. Contractor 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 shall be forwarded to RTD. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. RTD is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Bid Documents, including instructions for completion.

17. **CLEAN WATER AND AIR REQUIREMENTS**. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Control Act, as amended, 33 U.S.C. 1251 et *seq.*, and the Clean Air Act, as amended, 42 U.S.C. 7401 et *seq*. The Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in part or in whole with federal assistance provided by the FTA.

18. **BUY AMERICA REQUIREMENTS**. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the appropriate Buy America certification to RTD with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

19. **PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**. Contractor agrees to comply with pre-award and post-delivery requirements set forth in 49 U.S.C. § 5323(m) and FTA's implementing regulations at 49 C.F.R. Part 663. Contractor must submit the following certifications with its bid:

a. Pre-Award Buy America Certification: The Contractor must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Contractor certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

b. Pre-Award Solicitation Specifications Certification: The Contractor shall submit evidence that is capable of producing rolling stock that meets RTD's specifications set forth in the solicitation.

c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.

20. **ACCESSIBILITY**. The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

21. **BUS TESTING**. The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to RTD at a point in the procurement process specified by RTD which will be prior to RTD's final acceptance of the first vehicle.

b. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.

c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to RTD prior to RTD's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

22. **DAVIS-BACON ACT REQUIREMENTS**.

a. Minimum wages

i. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Contract (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subsection (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(4) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iii. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

iv. (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt sand so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsections (A)(4)(b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

b. Withholding - RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, RTD may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records

i. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to RTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to RTD if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this Section.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

iii. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. <u>Apprentices and trainees</u>

i. <u>Apprentices</u> - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

e. Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

f. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower subcontractor with all the contract clauses in 29 CFR 5.5.

g. Contract termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

i. Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility

i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

ii. No part of this Contract shall be subcontracted to person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the Contractor or subcontractor in the performance of any part of the work under the Contract, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C.A. § 3701)

a. Overtime Requirements – Neither the Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Contract to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section in the sum of $10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.

c. Withholding for Unpaid Wages and Liquidated Damages – RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by Contractor under any such contract or any other Federal contract with Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

d. Subcontracts – The Contractor shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

e. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

f. Occupational Safety and Health Act – The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction", 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor also agrees to include the requirements of this Subsection F in each subcontract. The term "subcontract" under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

24. **SEISMIC SAFETY**. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

25. **CHARTER SERVICE OPERATIONS**. The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

26. **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

27. **SCHOOL BUS OPERATIONS**. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.

28. **SUBSTANCE ABUSE REQUIREMENTS**. RTD adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for "safety-sensitive" employees. Pursuant to these regulations, the RTD requires that contractors who "stand in the shoes" of the RTD are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Contractor is required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor's policy, testing program and training must comply with these regulations: 49 CFR Part 655, ("Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations") and 49 CFR Part 40, ("Procedures for Transportation Workplace Drug and Alcohol Testing Procedures").

The Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for the RTD to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify the RTD's Risk Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

If the Contractor utilizes their own pre-established program or a third party administrator's, Contractor must fully cooperate with the RTD in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that the RTD requires of Contractor. Contractor further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems ("MIS") reports before March 1st (for the prior calendar year) to the RTD. Contractor agrees that all records produced and maintained in the performance of the program are subject to review by the RTD in a facility not more than 100 miles away. Further, Contractor may be required to submit quarterly MIS reports to the RTD.

If the Contractor is included in the RTD's Random Testing Program, the Contractor is not released from all other DOT regulations such as: adhering to DOT's hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. Contractor agrees to timely notify the RTD with names of their safety-sensitive employees, including any additions or deletions during the contract term.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the RTD, may result in the contract being terminated for default.

29. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.

a. The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but 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, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Agreement, this Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

   The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

The Contractor further agrees to promptly notify RTD of any matter described above that relates to this Agreement or any other federally assisted agreement between the Contractor and RTD.

"Knowledge," as used in this section, 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 Contractor's possession.

"Promptly," as used in this section, means to refer information without delay and without change.

b. The Contractor agrees to include the above clause in all subcontracts entered into for the performance of this Agreement. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT B
DBE PLAN REQUIREMENTS

1. COOPERATION WITH RTD'S POLICIES

The San Joaquin Regional Transit District (RTD) has adopted a Disadvantaged Business Enterprise (DBE) Plan in accordance with U.S. Department of Transportation (DOT) regulations, 49 CFR Part 26, as a condition of receiving DOT assistance.

It is RTD's policy to ensure that certified DBEs, as defined in 49 CFR Part 26, are able to fully participate in RTD's contracting opportunities financed in whole or in part with federal funds. RTD has established an overall DBE goal of 4.9% for Federal Fiscal Years 2019-2021, which may be adjusted for future Federal Fiscal Years. Although there is no contract specific DBE goal for this Contract, Contractor agrees to cooperate with RTD in its efforts to meet its overall DBE goal. In this regard, Contractor must use all reasonable efforts to ensure that certified DBE firms have an equal opportunity to compete for subcontracting opportunities under this Contract.

Contractor must ensure that DBE firms engaged to perform work in connection with the Contract are certified. Contractor may locate certified DBE firms on the California Unified Certification Program (CUCP) database at https://californiaucp.dbesystem.com/.

RTD encourages its prime contractors on DOT-assisted contracts to use financial institutions owned and controlled by socially and economically disadvantaged individuals in the community. Contractor may locate DBE financial institutions on the CUCP database at https://californiaucp.dbesystem.com/.

RTD also encourages the participation of certified Small Business Enterprises (SBEs) in all of its procurement activities. RTD promotes SBE participation by establishing and maintaining a plan that will foster SBE competition and eliminate any obstacles that may prevent their participation as prime contractors or as subcontractors.

2. REPORTING REQUIREMENTS

Contractor must submit Exhibit F, DBE Certification Form, with its proposal and for each Task Order. Contractor must submit monthly DBE utilization reports to RTD's Office of Business Diversity Programs in the format requested by RTD. These monthly reports will document payments from Contractor to DBE and non-DBE subcontractors. To be eligible for final payment, Contractor will be required to submit a final DBE Utilization Report and any additional information requested by RTD to RTD's Office of Business Diversity Programs in the format requested by RTD.

3. CONTRACTOR ASSURANCES (as required by 49 CFR § 26.13)

Contractor agrees to the following assurance, and, if selected, will include this assurance in each subcontract it enters in connection with the Contract:

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by 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 the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying Contractor from future bidding as non-responsible.

As used in the above assurance, "recipient" means RTD.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT C
SCOPE OF SERVICES

Required Project Management services shall include, but not be limited to, the following for each construction project for which a Task Order is issued. For the purposes of the following requirements, "Builder" means a contractor awarded a construction project by RTD and "PM" refers to the Contractor providing Project Management Services under this Contract.

- Project Goals – The schedule, budget, physical, technical, and other objectives for the project shall be defined. Manage the resources, cost, quality, and schedule of projects assigned and adhere to RTD's Procurement Manual.

- Project Strategy – A narrative description of the project delivery methods shall be utilized to accomplish the project goals.

- Project Work Plan – A matrix display of the program of work to be performed by the PM, Builder, and RTD during each phase of the project. PM submits accurate and prompt reports on projects assigned as part of its monthly invoice.

- Project Organization – A summary organization chart showing the interrelationships between RTD, PM, and Builder, and other supporting organizations and permitting review agencies. Detailed charts, showing organizational elements of each participant in the project shall be included.

- Responsibility Performance Chart – A detailed chart showing the specific responsibilities and interrelationships of RTD, PM, and the Builder. The Responsibility Performance Chart shall indicate major responsibility and minor responsibility for each specific task required to deliver the project. The PM shall develop a similar chart for the personnel within their organization who are assigned to the project and for the personnel of RTD and the Builder from data supplied by each.

- Flow Diagrams – These charts shall display the flow of information and the decision process for the review and approval of shop drawings, submittals, progress, and change orders.

- Written Procedures – The PM will provide written procedures for communications and coordination required between Builder's Team Members throughout the project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

The PM shall prepare written reports as described hereunder.

- Narrative Reporting – The Narrative Reporting shall include the following reports:

    - A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by Permitting Authority.

- A Monthly Cost Narrative describing the current construction cost estimate status of the Project.

- A Monthly Scheduling Narrative summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

- A Monthly Accounting Narrative describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

- A Monthly Construction Progress Report during the construction phase summarizing the work of the Builder and all subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs and permits, construction problems and recommendations, and plans for the succeeding month.

- Job Site Administration – The PM shall provide as part of their job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

  - Job Meetings – Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals, and return of shop drawings, samples, purchases and delivery of materials, work sequences, inspections, and testing. Monitor and promote safety requirements, review and coordinate Builder's' work, and implement revisions to the schedule. In addition, regular project status meetings will be held between RTD and the PM either biweekly, monthly, or as mutually agreed upon.

    Identify party or parties responsible for follow up on any problems, delay items or questions, and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

  - Shop Drawing Submittals/Approvals – The PM will check shop drawings and implement procedures for submittal and transmittal to the Builder of such drawings for action, and closely monitor their submittal and approval process.

  - Material and Equipment Expediting – The PM will closely monitor material and equipment deliveries to maintain on schedule.

  - Payments to Builders – Develop and implement a procedure for review, processing, and payment of applications by the Builder for progress and final payments.

- Document Interpretation – Provide technical assistance as needed for questions related to interpretation of the documents prepared for the Builders.

- Builders Progress – Prepare periodic punch lists for Builder's work including unsatisfactory or incomplete items and schedules for their completion.

- Substantial Completion – Ascertain when the work or designated portions thereof are ready for the substantial completion inspection. List incomplete or unsatisfactory items and prepare a schedule for their completion indicating completion dates for RTD's review. PM will prepare the pre-substantial punch list from which the Builder will develop a completion schedule.

- Final Completion – Monitor the Builder performance on the completion of the project and provide notice to RTD that the work is ready for final inspection. Secure and transmit to RTD all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion form.

- Start-Up – With RTD's personnel, direct the checkout of utilities, operations, systems and equipment for readiness, and assist in their initial start-up and testing by the trades Builder.

- Record Drawings – During the progress of the work, the PM shall require the plumbing, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations (as installed) of all conduit and the pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The PM shall also record all drawing revisions that have been authorized by change order. The exact routing of conduit runs shall be shown on these drawings.

  Each drawing shall be noted "As Built" and shall bear the date and name of the Builder that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.

  PM shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Builder shall furnish true elevations and locations of all properly referenced by using the original benchmark used for the institution or for the particular project.

- Administrative Records – Builder will remain at the job site on a current basis unless otherwise agreed to by RTD. Builders will maintain files and records such as but not limited to the following:

  - Contracts or Purchase Orders

  - Shop Drawing Submittal/Approval Logs

  - Equipment Purchase/Delivery Logs

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

- Contract Drawings and Specifications with Addenda Warranties and Guarantees
- Cost Accounting Records
- Material Costs
- Builder Payment Exception Report Equipment Costs
- Cost Proposal Requests Payment Request Records Meeting Minutes
- Cost-Estimates Bulletin Quotations Lab Test Reports
- Insurance Certificates and Bonds Contract Changes
- Purchase Orders
- Material Purchase Delivery Logs Technical Standards
- Design Handbooks
- As-Built Marked Prints
- Operating & Maintenance Instruction Daily Progress Reports
- Monthly Progress Reports Correspondence Files
- Transmittal Records Inspection Reports Bid/Award Information
- Bid Analysis and Negotiations Punch Lists
- Schedule and Updates
- Suspense (Tickler) Files of Outstanding Requirements Project Manual
- Project records shall be always available to RTD for reference or review.

Additional scope, including project specific deliverables will be identified in each Task Order.

The hours, days, and location of service shall be subject to the mutual agreement of RTD and PM and be made a part of any Task Order. PM must be accessible by telephone, email, or web meetings to respond to calls, meetings, or correspondence from RTD.

RTD reserves the right to assign such Task Orders that are within the general scope of the services that PM has been contracted to perform pursuant to the Contract. RTD reserves the right, at any time, to modify and/or terminate the services with respect to any assigned Task Order or project.

PM shall report to RTD's Project Manager and may be required to provide updates to RTD, including RTD's CEO and/or Board Members.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT D

(Contractor's Proposal dated March 1, 2022, as accepted by RTD)

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Request For Proposals for

On-Call Project Management Services

Solicitation No.:

23002-S

San Joaquin Regional Transit District

Issue Date: March 1, 2022

PENNINO
MANAGEMENT GROUP

Response Date: April 12, 2022

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

PENNINO
MANAGEMENT GROUP

Bryan Pennino
President

Phillip Pennino
Secretary/Treasurer

April 12, 2022

San Joaquin Regional Transit District
Attn: Manny Caluya, Procurement Sr. Specialist
421 East Weber Avenue, 2nd Floor
PO Box 201010
Stockton, CA. 95201

Dear Mr. Caluya:

Subject: Request for Proposals for On-Call Project Management Services, Solicitation No. 23002-S

Pennino Management Group (PMG) is very excited to submit our proposal and share with the San Joaquin Regional Transit District (RTD) our unique skills, qualifications, and experience providing On-Call Project Management Services. As you will see in our proposal, and as we have proven in the past, PMG will work energetically with RTD to deliver this project not only meeting your needs but making sure the projects are considered your most successful ever.

PMG will bring enthusiasm, technical ability, and dedication to this project. Our team will provide a level of service unmatched by other firms; we have staff dedicated to this project, extensive knowledge, and the required expertise. We have brought together a unique, well-qualified and diversified team specifically for this project.

Our firm's culture thrives on out-of-the box thinking, and we have detailed our relevant qualifications and unique approach for your capital project in the following pages of our proposal. We have reviewed your Request for Proposals (RFP) and accept all the requirements of the project as described. The following statements are included for your reference:

- PMG will be acting as the Prime Contractor and has not identified the need for sub-consultants at this time.
- PMG acknowledges receipt of the following Addendums:
    - Addendum 1, dated March 23, 2022
- PMG is a registered S Corporation in the State of California and is legally authorized to do business in California. Its home office is in Lodi, CA.

Phone: (209) 370-1908 | Fax: (209) 751-1608 | www.PenninoManagementGroup.com
1949 W. Kettleman Lane, Suite 200, Lodi, CA 95242 | PO Box 1566 · Lodi, CA 95241

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

- PMG has reviewed the insurance requirements in the RFP and will provide all the requested coverage.
- PMG has reviewed the Sample Contract provided in the RFP and will execute RTD's form of contract upon award.
- PMG confirms that it's proposal will remain in effect for one hundred and twenty (120) calendar days of submission.
- PMG is a State of California Certified Small Business.
- The following person should be notified of the Selection Committee's decision:

  Bryan Pennino
  President
  PO Box 1566
  Lodi, CA 95241
  (209) 370-1908
  BPennino@PenninoGroup.com
- PMG is currently contract for the following projects with RTD (there appear to be no conflict-of-interest issues with this solicitation):
  - Contract 2016-024-S-T.O.04 On-Call Project Manager Services
    PMG is provided Project and Construction Management Service for RTD on the Solar Photovoltaic (PV) System Project which is underway at the Regional Transportation Center in Stockton, CA.

Bryan Pennino, President is the name of the individual with the authority to bind the company.

As requested, PMG has provided Income Statements and Balance Sheets for the previous three (3) years with our submission and we respectfully request that this information be kept confidential. In response to the Solicitation Part I, Section 16.D.iii, Insurance Requirements, PMG has provided an Evidence of Coverage page to the Statement of Business and Financial Qualifications..

Thank you for the opportunity to submit our proposal, and we look forward to continuing our partnership with RTD. The undersigned has attached to this proposal all documents and information required by the RFP.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Sincerely,

Pennino Management Group

Bryan Pennino
President

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

PENNINO MANAGEMENT GROUP

Chapter 1 Executive Summary

Pennino Management Group (PMG) is excited at the opportunity to serve the San Joaquin Regional Transit District (RTD) by providing On-Call Project Management Services for potential Capital Projects. Our Team has thoroughly reviewed the Request for Proposals (RFP) and other applicable information for the Project. Our team members have extensive project management experience in transit projects, specifically focusing on bus stop and transit facility programming, planning, design coordination, implementation, and construction.

Incorporated in early 2012, PMG is a new company but its Principals have over sixty years of combined experience. Our firm brings together the broad and diverse experience of its two partners, Bryan Pennino and Phillip Pennino. PMG's Principals have a vast range of planning, management, and successful implementation expertise. The firm has delivered Public and Private projects including the following scopes of work:

- Engineering Coordination
- Project Entitlement
- Dry Utilitiy Coordination
- Project Management
- Construction Management

While each project is approached differently, our strength is in direct participation of the principals, in addition to subcontractors required to address project specific professional resources.

As you will see from our response, PMG's staff has extensive experience managing transit projects at the programming level, project level, and the construction level. One thing is certain, there is no other Project Management consultant that can match the understanding of transit operations and how construction will effect those operations. Our staff has particpated in numerous RTD projects over the past twenty (20) years. PMG considers each of those projects as successful, and all were completed on-time and on budget.

Constructability is important, but more important is the maintenance cost of the project after it is complete. PMG strives to make calculated suggestions for project improvements to decrease the long-term maintenance costs even if they effect the capital costs. In the end, grants for capital projects are easier to obtain than operating funding.

The bottom line is that PMG and it's staff have the necessary experience to deliver any project on-time and on-budget. Over the years, transit projects have been our focus, we know them intimately and we know what it takes to deliver them.

YOUR PROJECT FROM INITIATION TO COMPLETION

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

PENNINO MANAGEMENT GROUP

Chapter 2 Project Implementation Plan

Pennino Management Group (PMG) proposes to provide the On-Call Project Managements Services for the San Joaquin Regional Transit District described within the Request for Proposals dated March 1, 2022. On-Call Project Management Services will include various aspects of Project Management, including Programming, Planning, Design Coordination, Procurement Assistance, and Construction Management. Each of these tasks includes all necessary coordination with, and reporting to, project stakeholders, local jurisdictions, regulatory agencies, grants administration staff, executive staff. PMG is committed to providing all the necessary resources in order to ensure the Project(s) are completed efficiently, on schedule, on budget and according to standards specified in the contract documents.

Task Order Development

PMG and RTD have worked well in the past with developing focused Task Orders to ensure the proper scope is defined at the start of a Project. It is assumed that RTD will provide an overview of the goals of the project to be completed. PMG will then develop a scope of work for Project Management Services that will achieve that goal. Our focus is primarily centered on controlling the time, cost and quality of a project. Depending on the scope of work, we have the ability to add key subconsultants that we, and RTD, have worked with in the past. PMG will request RTD to approve any subconsultants prior to the scope development.

After the scope of work is developed and generally confirmed by RTD, PMG will identify the specific staff to be assigned to the project and estimate the duration of the overall project. This is key component in establishing the PMG's overall fee for the proposed scope of work. PMG's cost proposals are arraigned by task and by month, which will allow RTD to view the PMG Team resource demands through throughout the duration of the project. PMG will then transmit the cost proposal to RTD for review and comment and adjust the overall cost proposal per feedback from RTD.

After the task order is issued, PMG will issue subconsultant contracts to the various subconsultants incorporating our contract requirements into their contract. PMG will maintain strict accounting records for ourselves and any subconsultants. PMG's time keeping software tracks each employee by date and task; providing a summary sheet at the end of the month for billing. Subconsultants will be required to provided the same level of backup for the hours billed as PMG provides. PMG's management double checks the billings against the timesheet to ensure the correct hours are billed to the project. Management also confirms any Other Direct Charges are appropriately billed as well. More than half of PMG's projects are for Public Agency's and our system

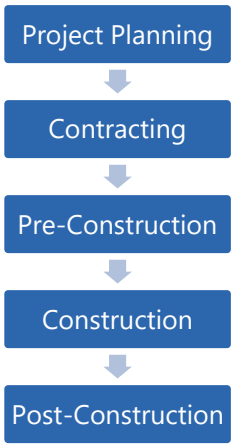
DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

has been universally accepted.

While completing the scope of work, PMG routinely audits the subconsultant work and rejects work that does not comply with our high standard of care. Additionally, PMG will maintain a deliverable log that will ensure both PMG and any subconsultants are delivering materials on time. Since PMG's principals are activity involved in the project, their oversight is constant on all aspect of the projects.

Project Delivery

Since no specific projects are listed in this RFP, PMG has compiled our understanding of how projects are processed by RTD. This comes from years of experience managing actual RTD projects. Herein PMG will describe the various steps needed to deliver a successful RTD Project. PMG will be responsible for producing the work product associated with the following project phases as they relate to Project Management. Our firm is able to start a project from inception and manage it to completion. If a project is already underway, PMG can begin immediately at any stage. Due our extensive experience with RTD Projects, the learning curve on any project is eliminated. The graphic on the left shows a natural progression of a Project and this Proposal Response describes how PMG will execute each Project Phase.



Project Planning

Some Federally Funded Projects required the development of a Project Management Plan (PMP). PMG would lead the development of the PMP with the assistance of the various departments within RTD. Development of the PMP is truly a team effort, requiring input from almost every RTD Department. Our staff has successfully produced multiple PMP's that were reviewed and approved by the Federal Transit Administration without comment. Even if a PMP is not required, sometimes it is good practice to produce this document as it details how the project will be delivered.

Various projects may require environmental clearances. Generally, Notices of Exemptions can be filed for many transit projects. Our staff has extensive experience preparing Notices of Exemption (NOE) and Notices of Determination (NOD) for projects. PMG would develop the basis of the NOE or NOD and coordinate approval by RTD's Legal Counsel. More complicated projects with more environmental impacts may require a Mitigated Negative Declaration or full Environmental Impact Report/Study. At this level, PMG would contract with a specialized firm to provide support on the environmental clearances, or assist RTD's designated environmental firm .

During the Project Planning phase, PMG will develop a list of contracts that will need to be processed through RTD's Procurement Department. Based on the Milestone Schedule, RTD's Procurement Department can manage its resources and plan ahead for the upcoming workload. Formal solicitations take a great deal of staff time to prepare, PMG's knowledge of RTD's Procurement Manual will help streamline the procurement process.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Contracting

PMG is truly uniquely qualified to assist RTD with preparation of all of the required Procurement Documents and Contracts. During recent projects, PMG staff has been tasked with preparing Technical Specifications for multiple transit Projects. Like many other transit agencies, RTD already has "front-end" boilerplate Procurement Documents to be used in either Invitations For Bid (IFB) on Public Works contracts, Material, Supplies and Equipment (MSE) Purchases, or Request for Proposals (RFPs). There is no need to reinvent the wheel with any new project, PMG will work with RTD's Procurement Department to develop precise Technical Specifications for insertion into the "front-end" boilerplate. Procurement Documents are critical to the overall project delivery, since they provide the vendor's contractual responsibilities which will be enforced by PMG.

PMG's knowledge of RTD's Procurement Manual will help streamline the procurement process.

Management During the Procurement Process

Over the years, PMG staff has worked on and managed numerous federal and non-federal procurements. During this time, PMG was responsible for every aspect of the procurement, starting with the Independent Cost Estimate (ICE) and ending with Closeout of the contract. RTD's Procurement Department is extremely capable of processing all the contractual requirements of a procurement. PMG's role is to provide RTD's Procurement Department with the Technical Specifications and required documentation to support the initial procurement and any change orders or amendments that may arise. Generally, a procurement can be divided into the following six (6) milestones.

Pre-Solicitation

This phase of the procurement tends to be a very easy milestone for the project. Contractor Pre-Qualifications would occur in this phase, if the project was complicated and required specialized skills. Pre-Qualification of contractors is somewhat difficult as it requires the governing board to approve the criteria and requires the agency to allow contractors to qualify during the procurement. Because of these two issues and PMG's understanding of the potential projects, a Pre-Qualifications is discouraged.

Solicitation

Every procurement, even a change order, must begin with an ICE. The ICE is produced in order to establish the expected cost for the contract or contract revision and defines which procurement method is required (single bid, informal solicitation or formal solicitation). Due to the range of estimated project costs provided in the RFP, all of these types may be required. A requisition will be entered into the accounting system in order to "encumber" the funding. During the initial approval of the requisition, RTD Grants Staff will approve the Requisition. Some grant funds are only allowed to be spent on specific elements within the project; items like passenger amenities or

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

beautification elements. Specific project cost line items may be required in the Requisition to encumber different funding sources for different project elements.

While the financial aspects of the procurement are ongoing, some project specific requirements must be identified. These requirements will be located in the "front-end" of the procurement documents in various sections. Items include calculation of the Disadvantaged Business Enterprise (DBE) Goal, which the RTD's DBE Administrator will calculate the proposed goal and provide to the Team. Next, the insurance requirements must be confirmed with the RTD' insurance carrier or Legal Counsel.

The next step is to compile the Procurement Documents. Completed "front-end" sections are joined with the Technical Specifications and plans to form the Procurement Documents. If the Procurement is a IFB, the Engineer of Record will sign and certify the plans and specifications. Board approval of the Bid Documents and authorization to proceed with the Notice Inviting Sealed Bids may be a requirement of RTD's Procurement Manual. The Board should approve the plans and specifications by resolution, directing the CEO to issue a formal Notice Inviting Sealed Bids. Once directed, legal counsel and the CEO sign the plans and the formal Procurement Documents are ready for release.

Next, the Procurement must be properly advertised. The RTD procurement manual contains specific rules on posting requirements. RTD's Procurement Department will request authorization to advertise the project via the local newspaper, there is a standard notice that is used which contains specific information. Distribution of the Procurement Documents will be through RTD's Solicitation Web Portal. Once RTD releases the Procurement, PMG will begin outreach to our list of previous prime contractors and sub-contractors. This can either be a direct mailing of the notice or a personal phone call. The goal is to increase the outreach to potential contractors.

PMG will assist RTD's Procurement Department in conducting a Pre-Bid Meeting which may or may not be mandatory due to Federal procurement requirements. There will be a time for questions and answers during the Pre-Bid Meeting and all questions will be documented, answered and released to potential bidders in a future addendum.

Approximately a week after the Pre-Bid, Questions and Request for Approved Equals (RFAE) will be due. PMG will handle any technical questions and route engineering questions and RFAE's to the Engineer of Record. One week after receiving the questions and RFAE, RTD's Procurement Department will release an addendum containing the attendee sheet for Pre-Bid Meeting, Responses to Questions asked at the Pre-Bid Meeting, the current "Plan Holder's List", responses to submitted questions, and determinations of the RFAE's. Bids will be due one week after the release of the addendum or at least thirty (30) days after the release (required for a Federal procurement).

For an IFB, at the location, day and time noted on the notice, RTD's Procurement Department and PMG will open the sealed bids in a public forum. Receipt of RFP responses does not require a public bid opening. A Bid Opening Worksheet will contain a checklist of all the require documents that need to be

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

included with the Contractor's Bid. Each Bid is opened separately and RTD/PMG verify if the Contractor has provided all of the required forms. After each bid is opened, read aloud and verified, an apparent low-bidder is announced. Contractors are then given the opportunity to review all of the submitted Bids, but cannot take a bid nor duplicate it. The review at the Bid Opening is very quick and is not intended to ensure that the bid is fully responsive and responsible, that task will occur in the Pre-Award phase.

Pre-Award (IFB-only)

The Pre-Award Phase requires careful examination of the bids received at the public bid opening. In its entirety, the process should take about one week to verify the apparent low bidder is responsive and responsible. RTD has tailored a defined process to conduct the "Pre-Award Audit" as follows:

1. Scan each Bid into electronic format
2. Complete the Bid Calculation, a check of the Bidder's Bid Form
3. Identify any discrepancies in the Bid Form and formally notify the Bidder
4. Finalize the Bid Abstract, which is a final version of the checklist document used at the Bid Opening
5. Check for state and federal debarment, suspension and/or exclusion for the Bidder and the sub-contractors
6. Compile a list of all the Bidders and their sub-contractors
7. Issue formal letter regarding late proposals
8. Verify the Bidder and sub-contractor licenses
9. Send and contact the apparent low Bidder's references to conduct a reference check (complete the evaluation form)
10. Conduct a DBE analysis of all Bidders
11. Complete a technical evaluation of the apparent low Bidder (usually by PMG, the Project Manager and legal counsel)
12. Conduct a Cost/Price Analysis, which tabulates each Bidder's Bid Form and calculates the average
13. Prepare and release the Notice of Intent to Award
14. Document any protests, promptly notify FTA of any protest submissions

During this entire process, everything is documented in both hard copy and electronic format. When FTA decides to audit the project, the solicitation is always the first folder they look at.

Pre-Award (RFP)

Responses to RFPs are distributed and reviewed internally, there is not a public opening. RFP reviewers are notified of their selection to review the proposals and are given a copy of the proposals received with a scoring sheet to be completed. Once completed, the scoring sheets are returned to RTD's Procurement Department for tabulation to determine the highest rated proposer. PMG will be a key member of the proposal review team and will work closely with RTD's Procurement Department.

Award (IFB)

Once the Notice of Intent to Award has been issued to all Bidders/Proposers and the protest period underway, it is time to prepare for the contract award. This begins with preparing the actual Contract. The Contract will likely be only six (6) to eight (8) pages long, but the entire contract will include all of the

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

project specifications and plans once it becomes "Conformed." PMG suggests that the IFB actually include the boilerplate contract, so preparing it merely requires the names and dates to be finalized.

If Board approval is required, a Staff Report needs to be prepared for the next available Board meeting. The Staff Report will contain all of the pertinent information regarding the procurement as well as a briefly summary of the project history. The goal is to inform the Board Members on the steps that occurred during the procurement, assuring them of a successful and justified procurement.

When the Board acts favorably on the award action item, RTD's Procurement Department will prepare and transmit the Notice of Award. This goes to successful Bidder in addition to all of the Bidders whom submitted offers. At this time, RTD's Procurement Department will request the Awarded Contractor to prepare and furnish the required Bonds and Insurance Certificates. Once all of the Contract Documents are fully executed, Bond and Insurance Certificates received, RTD's Procurement Department will compile the "Conformed Contract." The Conformed Contract includes all of the documentation through the procurement including any addenda, approved equals, and specification revisions. This binder is a key component in enforcement of the contract, since it literally is the Contract. Finally, a Purchase Order based on the original Requisition with the cost line items finalized will be processed in the accounting system.

Award (RFP)

The highest rated proposer will be identified and negotiations with that vendor can commence. If negotiations are successful, approval will be forwarded to the General Manager/CEO or the Board as required by the RTD Procurement Manual. Should negations fail, RTD will enter into negotiations with the second highest rated proposer. PMG will assist RTD in the negotiators of any contract.

Post-Award

After the contract has been Conformed, RTD will issue a Notice to Proceed. This is the Contractor's official notice to begin work and sets the start date for the contract. The Notice to Proceed is usually given during the Pre-Construction Conference or Contract Kick-off Meeting.

PMG will chair and moderate the Pre-Construction Conference. Prior to the Pre-Construction Conference,

PMG will review and verify with RTD's Procurement Staff that all topics are addressed in the Pre-Construction Conference. In addition to contracting topics, the Pre-Construction Conference will include topics such as mobilization activities, safety, lines of communication, partnering goals, contract management, progress invoice procedures, submittal requirements/expectations, and Request for Information procedures. Stakeholders from RTD, the Prime-Contractor, key Sub-Contractors, Consultants and PMG should all be in

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

attendance. The goal of this meeting is to review the contract requirements, establish lines of communication, define the desired outcomes and identify the project hurdles. This time can also be used as a small partnering session to foster team-building and promote synergy within the project.

From this point forward until Closeout, management of the contract really falls into the Construction Management aspects of Project Management. During this period, ICE Forms need to be completed along with Change Orders and Amendments. Invoice and payment history will be tracked along with compiling Preliminary Notices, Stop Work Notices, Claims and Lien Releases.

Pre-Construction

Peer Review and Constructability Review

The Pre-Construction Phase is one of the most important phases of the Project. Once a good set of plans is developed, the project may be properly bid and construction completed more efficiently. PMG has extensive experience is conducting peer reviews of construction documents. Peer review does not just stop with constructability, the review must incorporate all of the aspects of construction to make sure the plans are complete and legible to the prospective bidders. Our experience has determined that many engineering firms do not put a sufficient amount of detail on the construction set of plans. This leads to problems in the field and is a determent to project delivery. Furthermore, a detailed review of the plans will help mitigate potential change orders and claims during construction. As we have heard from more than one contractor, "ambiguity breads opportunity."

PMG utilizes a program called Bluebeam Revu to electronically "mark-up" the plans and convey those markups back to the design team. Comments are tracked by sheet and corrections are back-checked against the latest documents. Review of the specifications proceeds in a similar fashion using Microsoft Word. Word allows "track changes" to be reflected showing the design team any revisions to their technical specifications. The review is not meant to revise any technical requirements, but rather to ensure the specifications are complete and "tie back to" the "front-end" boilerplate procurement documents.

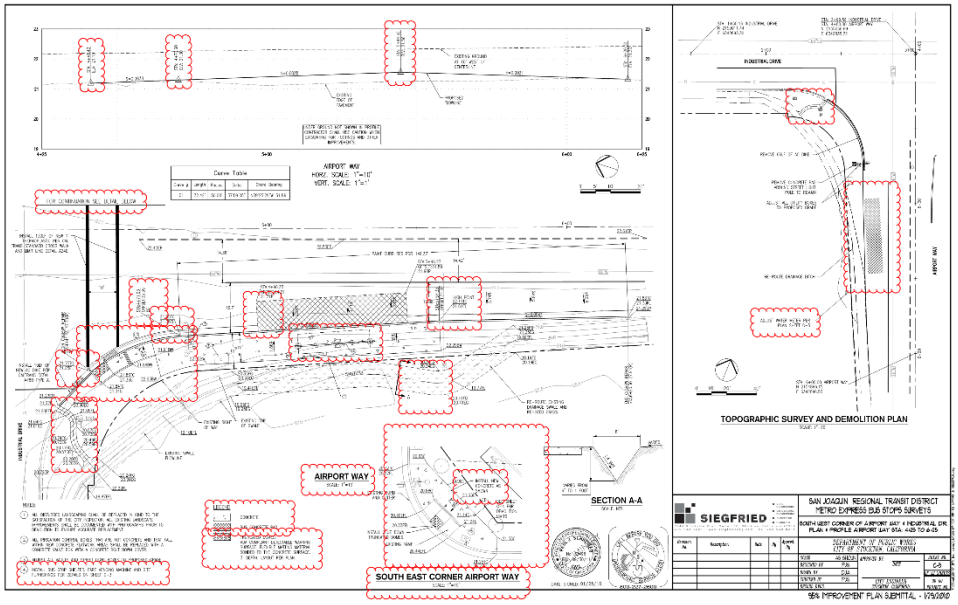


Figure 1 – Example of Electronic Plan Review

Review and Coordinate Contractor's Submittals

Document Control, Request for Information (RFI) tracking and Submittal Review is a key component of any project. PMG has extensive experience in Document Control Procedures from small projects to large

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

projects. A crucial component of our Project Management Practice is the use of our Pennino Group SharePoint Site. This site is an on-line collaboration site were Contractor's, Consultants, Stakeholders, and RTD staff can access information twenty-four hours a day, seven days a week. Submittals can be uploaded to the SharePoint site and submitted into a workflow process, routing the submittal to the various reviewers. The first stop is with the PMG's Project Engineer and Document Control Manager Kristin MacDonald. She will ensure that the submittal is properly formatted and contains all of the information needed for the reviewers to effectively analyze the Submittal. Should she find missing information, she can return the Submittal to the Contractor asking for additional information. This reduces the Submittal review times and saves RTD money by reducing the number of consultant reviews.

Schedule Review

After the construction contract is executed, one of the first required submittals is the Contractor's Schedule. PMG will review and comment on the initial Contractor's Schedule often times called the Baseline Schedule. The Baseline Schedule is an important document because it sets the expected duration for the various work items prior to the start of construction.

PMG will prepare a detailed project specific schedule, including the major project milestones as well as detailed task activities. The schedule will contain both pre-construction, construction and closeout items. Stakeholder deliverables will be individual tasks, allowing for clear communication of deadlines. This master schedule, over and above the Contractor's Schedule, provides the necessary information to coordinate all of the Project Stakeholders.

Construction Management

Construction Management Services can be grouped into four (4) specific tasks as follows:

Construction Project Management

Schedule Evaluation:

PMG will review the Contractor's Monthly Schedule Update and comment on its validity. The Approved Baseline Schedule will be established based on acceptance by RTD. All update schedules will be reviewed and tracked based on the Approved Baseline Schedule. PMG will prepare monthly Schedule Update Reports tracking critical tasks and responding to delayed items. Weather Days will be tracked according the Contract Documents and time extensions negotiated based on delays of controlling operations.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Record Management (Document Control):
Files are arraigned in a logical order based on specific project documents. Folders in the Project Binder include:

Summary Documents	Financial Documents	Contracts	Change Orders	Correspondence
Material Submittals & Certifications	Drawings	Permits and Inspections	Project Files	Pictures

In addition to a hard copy "Project Binder", PMG will use its Pennino Group Microsoft SharePoint site to maintain an online Records Management portal. The SharePoint site will be setup identically to the Project Binder. Stakeholders can be given permissions to access the online site and view documents at any time

Site Coordination:
PMG will be onsite to coordinate all activities between contractors, operations staff, design consultants, utilities and other stakeholders. Coordination may also be required offsite depending various stakeholders involvement in the project.

Change Management (Change Orders):
PMG will maintain accurate records regarding change orders and potential change orders. Potential Change Orders (PCOs) are tracked by issue and contain cost code structure tying back into the project budget. PCOs allow for a realistic "Cost to Complete" number to be maintained and reported. PCOs may or may not turn into Change Orders, however if a PCO will be processed into a Change Order, the PCO process will verify accurate and detailed information regarding each Change Order.

Communication:
PMG will maintain effective communication lines with the RTD's Executive Staff, RTD Management Staff, the design engineer, operations, external utilities and other project stakeholders. Detailed meeting minutes and records of conversations will be maintained in the Project Binder for proper project documentation.

Cost Management:
PMG will maintain an online Cost Management portal tracking Project Budget, Contracts, Potential Change Orders and Change Orders. Again, the SharePoint site allows for RTD Staff and stakeholder to view the status of all aspects of the project. The Cost Management portion tracks Project Budget versus encumbrances versus expenditures. Grant expenditures are tracked at the invoice level, to provide an audit trail for the grants reporting.

Value Engineering
Prior to and during construction, PMG will actively research value engineering opportunities. PMG will team with the contractor in order to brainstorm cost savings incentives that provide win-win solutions for both RTD and the contractor.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Consultant Progress Report:
PMG will prepare monthly project progress reports and distribute to stakeholders as directed by RTD. The progress report will contain detailed information regarding the construction contract including, days elapsed, pay requests to date and remaining contract value. Also included in the report is a summary of the major tasks completed in the previous month as well as forecasted construction activities. Unforeseen conditions and critical path activities will be detailed in a narrative paragraph. An updated project schedule will accompany the progress report. Project budget and contract expenditures will be graphical displayed to convey the overall "health" of the project.

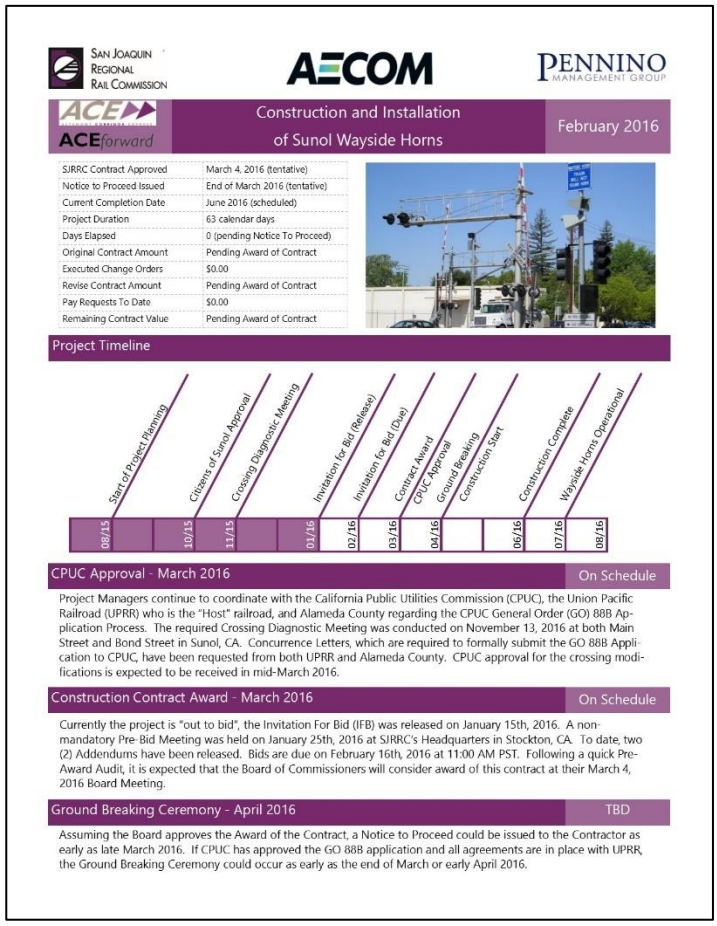


Figure 2- Example of Monthly Report

Utility Relocations/Coordination
Our Team is extremely familiar with utility relocations and coordination on a variety of Projects. Members of our Team have over thirty-five (35) years of experience working for regional utility providers. During that time, personal relationships have been formed which allows PMG to expedite utility relocations. The key to any required relocations is early identification and proper communication with the provider. Fiber optic utility relocations could take up to six months to process.

Periodic As-Built Record Drawing Review
During the course of construction, PMG will review the Contractor's As-Built Record Drawings to ensure they are comprehensive and contain the proper level of detail. Usually, contractual language will be included in the Contract Documents to require the Contractor to furnish their current As-Built Record Drawings for review prior to approval of the Monthly Progress Payment Application. This establishes a financial incentive to production of the Contractor's As-Built Record Drawings.

<u>Construction Contract Administration</u>
Coordination of Weekly and/or Bi-Weekly Meetings:
PMG will chair weekly coordination/owner meetings designed to keep the Contractor, PMG, RTD and other stakeholders updated. PMG will create, maintain and distribute meeting minutes for the weekly meetings.

Review of Contractor's Submittals (during construction):
PMG will review the Contractor's submittals for compliance with the contract documents. Technical Submittals will be forwarded to the Engineer of Record. Submittals can be uploaded to the Pennino Group SharePoint site and viewed by all stakeholders. The site allows for workflows on specific items to

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

route submittals to various stakeholders.

Review of Contractor's Request for Information:
PMG will review the Contractor's Requests for Information (RFI) and provide an answer if the information is provided in the contract documents or if the issue is construction related. If the information is not shown in the contract documents, PMG will route the RFI to the Engineer of Record for a response. Lengthy response times on RFIs lead to project delays, so PMG will actively follow-up with the design engineer regarding open RFIs. RFIs can be uploaded to the Pennino Group SharePoint site and viewed by all stakeholders. The site allows for workflows on specific items to route RFI's to various stakeholders. If issues cannot be solved via the standard RFI process, PMG will schedule and coordinate an RFI Resolution Meeting, bringing the Engineer of Record and the Contractor into the same room to determine a solution.

Contractor's Pay Request:
PMG will meet with the Contractor, discuss and approve a pencil draft progress invoice prior to the invoice due date. Lump sum values may be approved on a percent complete basis whereas items with quantities will be approved based on the amount installed. Detailed worksheets will be provided to the accounting staff to ensure the Contractor's Payment application is being applied to the appropriate Purchase Order line items.

Communication Regarding Contractor's Work:
PMG will inspect the contractor's work and verify compliance with the contract documents. If the contractor fails to install and item per the contract documents, PMG will issue a Non-Compliance Notice (NCN) for the item. This is tracked on an occurrence interval and will remain open until the work complies with the contract documents.

Commissioning:
PMG will coordinate commissioning of systems with both the Contractor and RTD Staff/Operations. This starts with the Contractor submitting a Commissioning plan detailing all of the systems that will require commissioning. Commissioning doesn't end until RTD's Staff has been properly training and RTD has issued final acceptance of the systems.

<u>Change Management</u>
Review and Evaluation of Contract Change Order Requests:
PMG will review contractor Change Order Requests (COR) to verify if the COR has merit. Upon receipt of a COR, PMG establishes an estimated cost and tracks the COR as a Potential Change Order (PCO). This tracking occurs even if PMG determines the COR does not have merit. PCO's establish overall budget risks to the project and allows for a true "worst case" forecast to complete.

Coordinating Contract Change Orders between RTD and the Contractor:
PMG will coordinate and negotiate Contract Change Orders between RTD and the Contractor. PMG will establish Independent Cost Estimates for each COR, these cost estimates are used as the basis for cost negotiation.

Investigation and Inspection of Site Conditions:
PMG will investigate and document any site conditions that differ from the contract documents.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Claims Mitigation and Resolution:
PMG will assist RTD in Claims Mitigation and Resolution. Any potential claims will be thoroughly documented with information supporting the RTD' position regarding the Claim. If Claims are submitted on the Project, PMG will provide a summary determination of the Claim, including detailed information regarding the Contract Language and how it effects the Claim. RTD can use this information to determine if the Claim should be paid or formally denied. The PCO Log coordinates with the Claims Log since all potential cost elements are tracked via the PCO Log.

Field Inspection
Review and Inspection of Contractor's Work:
PMG will review and monitor the Contractor's work to ensure compliance with the Contract Documents, encroachment permits and/or building permits. PMG will provide continuous onsite inspection of the contractor's work. Observations are entered into the Daily Inspector's Reports, these reports describe the specific work product completed on that particular day. Inspectors maintain accurate As-Built drawings that are updated live in the field using the Bluebeam Revu software and a wireless enabled tablet.

Ensuring Compliance with the Approved Traffic Control Plan
During mobilization, construction and demobilization activities, PMG will actively monitor the Contractor's traffic control installation to ensure it complies with the approved Traffic Control Plans and the California Manual on Uniform Traffic Control Devices (CaMUTCD). Should deficiencies exist, PMG will document the non-conformance and issue immediate direction to the Contractor to rectify the issue.

Monitor Corrective Actions:
If items of work are not in compliance with the contract Documents, PMG will issue a NCN. The NCN will remain open until the Contractor has repaired or replaced the defective work.

Daily Inspector Reports:
PMG will produce Daily Inspector Reports at the end of each day. The Reports will be unloaded to the Pennino Group SharePoint site and instantly available to project stakeholders.

Photographic Record Keeping:
PMG will take and maintain daily progress photos on the project. Photos will be unloaded to the Pennino Group SharePoint site and instantly available to project stakeholders. Additionally, photos are archived in the Project Binder, filed by stop location and sorted by date. Electronic copies of the photos are available in the Project Binder and a printout summary (four photos per page) is created with the stop location labeled along with the date of the photos.

Review Contractor's Compliance with Permits and Mitigation Measures:
PMG will review and track the Contractor's compliance with regulatory permitting authorities and established mitigation measures, including dust control and Storm Water Pollution Protection Plans (SWPPP). RTD will be notified immediately if the Contractor is not in compliance with established requirements.

Review of Contractor's Compliance with Workplace Safety and Health Standards and protection of the Public
PMG will review and track the Contractor's compliance with Workplace Safety and Health Standards. The

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

intent is not only to protect the workers, but also the general public. This usually means nightly verification that the proper safeguards are in place to prevent the public from injury in the construction area. RTD will be notified immediately if the Contractor is not in compliance with established standards.

Post-Construction

Site Inspection

PMG will inspect the site and verify all construction is substantially complete. Upon Substantially Completion, PMG will issue a report notifying RTD of work needed to be completed in order to progress to Final Completion.

Punch List Items

PMG will prepare a punch list identifying items that are not in compliance with the Contract Documents. Punch list items will be tracked using the Bluebeam Revu software. Bluebeam maintains a free "Studio" site where files can be uploaded and shared between the Project Stakeholders. On-Site Inspector's carry wireless enabled Tablet PC's to enter in punchlist items in the field. Using this site allows all the team members to download free software to view the punchlist in real-time. Items are tracked and marked completed as PMG verifies the item has been corrected.

Final Contract Documentation

At the completion of the project, PMG will prepare all of the required Contract Items necessary to close out the contract. These include final contract line item adjustments/reimbursements (including required documentation), record of negotiation of claims (hopefully not necessary), warranties, lien release, Operation Manuals, Maintenance Manuals, and Training Manuals. PMG will prepare a final Project Budget Summary which is a financial report on the income and expenditures for the project. The Project Budget Summary provides a recap of the encumbrances, expenditures, and remaining project funding.

Recommendation on Final Payment Approval

After the Contractor has corrected all of the punch list items, PMG will notify RTD of its recommendation to process a Notice of Completion (if required). After the Notice of Completion has been filed for thirty days, PMG will issue a formal recommendation to RTD to release the retention and issue final payment.

Funding Agency Closeout Documentation

PMG will complete any funding agency closeout documentation required. This will include completing the Federal Final Report and preparation of the Report of Expenditures Checklist. All required documentation will be created in both electronic and hard copy format for processing by RTD.

Record Drawings

PMG produces Record Drawings electronically in Revu during the construction. Final Record Drawings, prepared by PMG, will be in the electronic

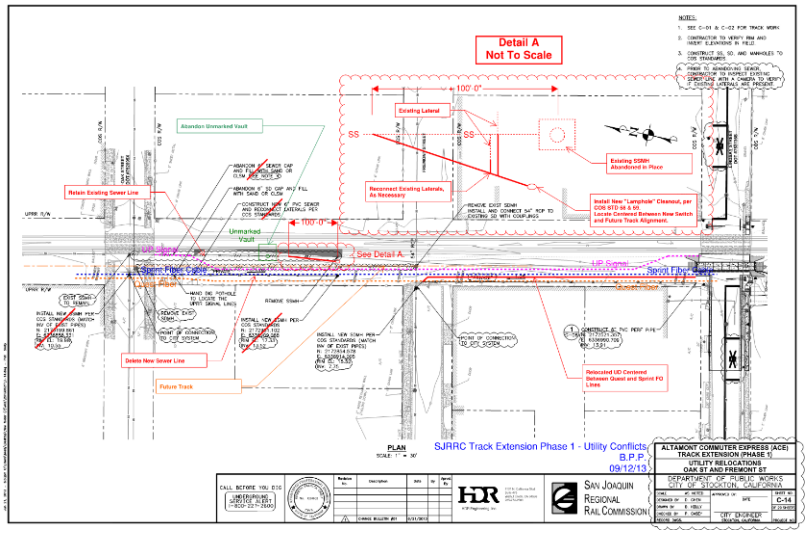


Figure 3- Example of As-Built Markup

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Project Binder and printed full size at completion. Our staff uses our Record Drawings to back-check the Contractor's As-Built Record Drawings. Complete and accurate Record Drawings will be included in the Closeout Documents. Additionally, these drawings will be transmitted to the Engineer of Record for updating Mylar prints (if necessary).

Project Binder

Since PMG enforces strict Document Control Procedures, Project Closeout Documents are generated with ease. PMG will provide a "Project Binder" in both printed copy (if required) and electronic copy. The electronic copy matches the printed copy for ease of navigation.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

PMG has gathered a dynamic and experienced team comprised of specialists in their field in response to this Request for Proposals. Based on the scope of work detailed in the RFP, no subconsultants are required. Based on the Pre-Qualification during the On-Call Request for Qualification process, we have the ability to add consultants as needed should SJRRC modify the scope of work.

Specific descriptions for key personnel are provided below:

Bryan Pennino, Principal-In-Charge/Project Manager
As the Principal-In-Charge, Bryan will be the single point of contact for RTD. He will oversee all aspects of the project beginning with Programming Services and ending with Post Construction project closeout. Constructability review is one of Mr. Pennino's strong points and he will intensely review the plans and provide suggested corrections prior to the construction bid release. During construction, Mr. Pennino will perform periodic inspections and site visits to ensure the Construction is proceeding on-time, on-budget and is adhering to the Contract Documents.

Mr. Pennino has been the Lead Inspector, the Principal In Charge and/or Project Manager on numerous transit projects including RTD BRT Phases 2-5, RTD Solar Project Installation, RTD Fare Vending Machine Replacement, RTD Bus Bench and Shelter Project Phase 1-3, RTD Channel Street Passenger Amenities, RTD Yokuts Mall Transfer Station, Marin County Transit District State of Good Repair Bus Stop Improvements, San Joaquin Regional Rail Commission (SJRRC) Altamont Commuter Express (ACE) Equipment Maintenance and Layover Facility, and the ACE Track Extension and Gap Closure Project. Mr. Pennino is a license California Engineer with over twenty years of experience in transit projects.

Joshua Williamson, E.I.T., Senior Project Manager
Josh has extensive experience as both a Senior Project Manager, Quality Control Manager and Construction Inspector on numerous projects throughout California. He has over thirty (30) years of experience in the construction industry, helping deliver successful projects from start to finish.

Kristin MacDonald, Project Engineer/Document Control
Document Control is an important part of any project and is especially important for Federal projects due to the Federal Contracting Requirements. Ms. MacDonald will maintain fully compiled and organized project files for every aspect of this project. In the past she has been instrumental in developing project specific document control strategies and that dedication will continue on this project

Mrs. MacDonald has been providing Document Control Services for over seventeen (17) years. She has established new document control procedures

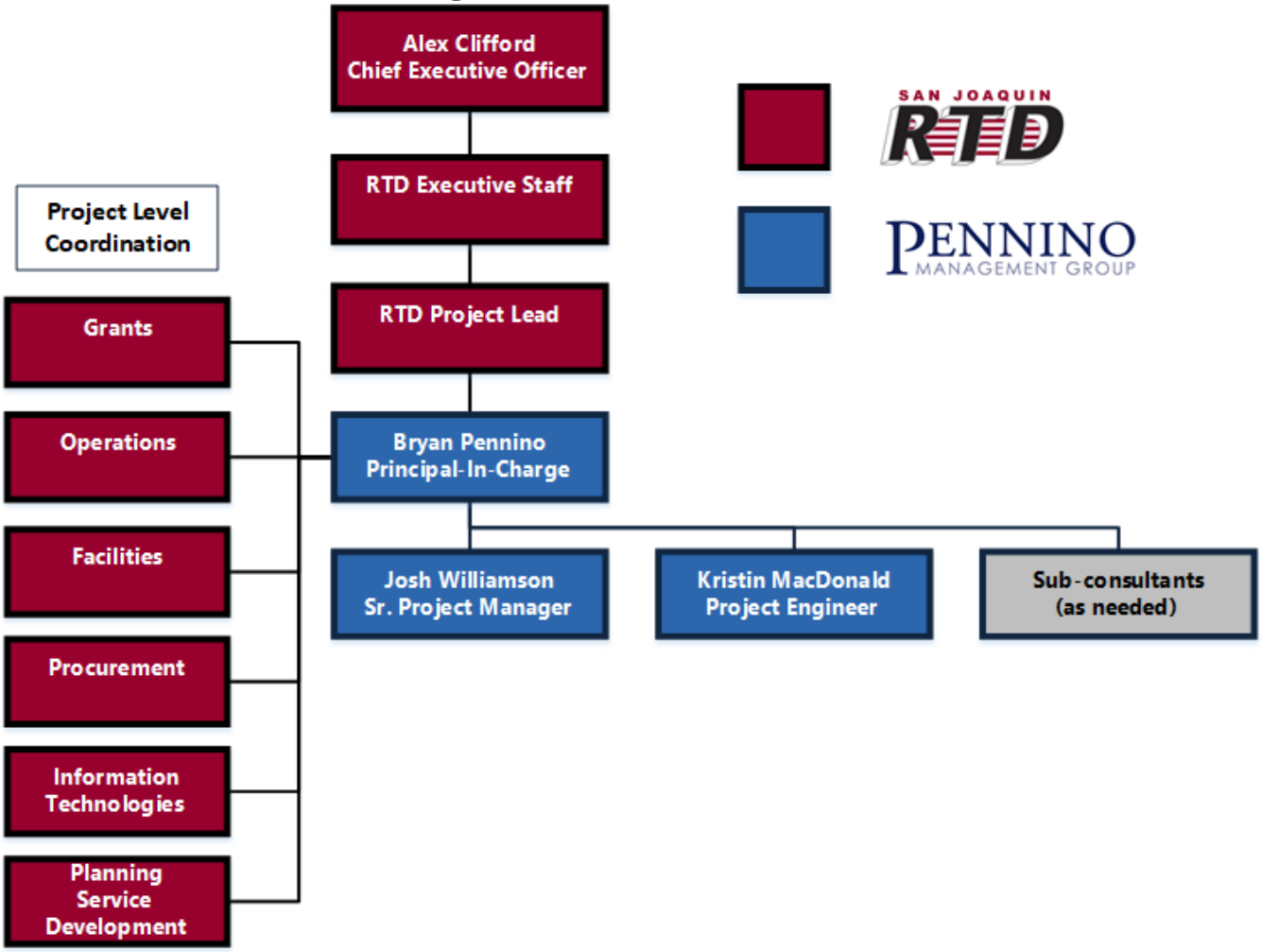
DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

when required by projects and matched existing document control procedures as needed. Most recently, she was the Project Engineer/Document Control Manager for the Marin County Transit District State of Good Repairs Bus Stop Improvements with Mr. Pennino.

The benefit of hiring PMG is that the Team proposed is the Team you will get. Being a State of California certified Small Business Enterprise means the Principals do most of the work. Their dedication and work ethics flows down to the staff and provides a better product to the Client.

References for staff can be found in the Current Client References component of the Proposal response, in addition to the references specifically listed in the Project References section. PMG does not anticipate the proposed staff becoming unavailable for RTD projects, but if specific resources are unavailable, then PMG will supplement the proposed staff with equally qualified staff from other departments.

Organizational Chart



DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Bryan Pennino, P.E.

President

PENNINO MANAGEMENT GROUP

Mr. Pennino is recognized for his comprehensive knowledge, technical skills, team building attitude and ability to manage major and minor public development projects. His expertise is shown by his ability to manage multi-disciplinary teams and deliver projects on time and on budget. He pays tremendous attention to detail and sets high standards for himself and the consultants he works with.

PROFESSIONAL PROFILE

ROLE & RESPONSIBILITY

Mr. Pennino has extensive experience as both a Project Manager and Construction Manager on numerous projects throughout California. He has over twenty years of experience in the construction industry, delivering successful projects from start to finish.

EDUCATION

B.S. Mechanical Engineering – 2001
California Polytechnic University
San Luis Obispo, CA.

LICENSE

California Mechanical Engineer
License No. 32710

YEARS OF EXPERIENCE

20 – Total
- 9 – Pennino Management Group
- 8 – Pennino Design Group
- 3 – Residential construction

RELEVANT EXPERIENCE

RTD Solar Photovoltaic (PV) System Project
Project Manager
Stockton, CA (2021- Current)

Mr. Pennino is the Principal in Charge for this project with RTD which includes the Design/Build Solar Photovoltaic Installation at the Regional Transportation Center (RTC) in Stockton, CA. The project's goal is to offset RTD's operating cost by installing PV panels on a portion of the RTC site. Mr. Pennino is providing Project Management oversight on this project, assisting Josh Williamson with the management of the overall project.

ALTAMONT CORRIDOR EXPRESS (ACE) VALLEY RAIL SOUTH – Rail Engineering Support Services
ACE Corridor, CA. (2018 – Current)

Mr. Pennino is providing project programming, planning and project management services for implementation of this +$1.8B program to expand the ACE service to Ceres/Merced, CA and Sacramento, CA.

Ceres Extension: To enhance commuter and intercity rail service and to promote greater transit connectivity between the San Joaquin Valley and the San Francisco Bay Area, the San Joaquin Regional Rail Commission (SJRRC) is expanding the ACE service to Ceres and Merced. The ACE Extension contains both Phase I and Phase II improvements that were analyzed in a FEIR. The limits of the Phase I improvements span San Joaquin, Stanislaus, and Merced Counties. SJRRC will extend ACE passenger rail service from Lathrop to Ceres in Phase I by constructing and upgrading tracks within the existing Union Pacific Railroad (UPRR) Fresno Subdivision right-of-way (ROW), a distance of approximately 24 miles. New stations and operating facilities would be constructed in the Lathrop area and along the extension alignment.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

ALTAMONT CORRIDOR EXPRESS (ACE) VALLEY RAIL
SOUTH – Rail Engineering Support Services
ACE Corridor, CA. (2018 – Current)
Continued

Natomas Station: A new station and layover facility is planned in the Natomas area of North Sacramento. This will be the terminus of the Valley Rail initial operating segment and will provide a convenient transfer to the Sacramento International Airport.

Elk Grove Station: Currently in the environmental approval process, SJRRC is evaluating installation of a station in Elk Grove along the existing Sacramento Subdivision owned by UPRR. The station will provide access from the greater Elk Grove region into the heart of Midtown Sacramento.

BRIGHTLINE VEHICLE MAINTENANCE FACILITY
Owner Representative – Facilities Design and Construction Oversight
Orlando, FL. (2018 – Current)

Mr. Pennino is providing project management services for a new rail maintenance facility in Orlando, Florida. His key focus is ensuring the facilities are programmed, designed, equipped, and constructed for efficient maintenance operations. The facility includes a 200,000 square foot maintenance building on a 62-acre site, and includes a drop table, wheel truing machine, train wash, fueling facility and service and inspection area. All major maintenance operations occur inside the Maintenance Building and portions of the building are separated for Parts Storage, Commissary, Employee Welfare facilities and Staff offices.

ALTAMONT COMMUTER EXPRESS (ACE) TRACK EXTENSION AND GAP CLOSURE PHASE 2
Project Manager
Stockton, CA. (2015– Current)

Mr. Pennino is providing project management services for all aspects of this project. The project consists of one railroad bridge grade separation, 1.50 miles of track on Union Pacific Right-of-Way, grade crossing improvements and major signal design. This project is currently in the final design phase and Mr. Pennino is coordinating with UPRR on the final design for the grade separation and track work. The work includes three (3) General Order 88-B Applications to CPUC for the grade crossing modifications.

BRIGHTLINE VEHICLE MAINTENANCE FACILITY
Industrial Design Lead
Apple Valley, CA. (2020 – Current)

Mr. Pennino is providing industrial design services for a new high speed rail maintenance facility in Apple Valley, California. His key focus is ensuring the facilities are programmed, designed, equipped, and constructed for efficient maintenance operations. The facility includes a 150,000 square foot maintenance building on large desert site, and includes a bogie drop table, wheel truing machine, train wash, and service and inspection area. All major maintenance operations occur inside the Maintenance Building and portions of the building are separated for Parts Storage, Commissary, Employee Welfare facilities and Staff offices.

ALTAMONT CORRIDOR EXPRESS (ACE) ACEFORWARD
Project Lead for UPRR Coordination and Early Action Elements, including Sunol Quiet Zone
ACE Corridor, CA. (2008 – 2018)

Mr. Pennino provided project programming, planning, and construction managements services for portions of the Environmental Document and Early Action projects associated with this large program. The ACEforward Program aims at preparing an Environmental Impact Report (EIR) for the expansion of the service to six (6) daily round trips

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

in 2020 (at a Project Level) and up to ten (10) daily round trips in 2025 (at a Program Level). Part of the ACEforward Program identifies "Early Action" projects that can be implemented quickly and further the effort of ACE to expand its service. Since ACE operates mostly on Union Pacific Railroad (UPRR) Right of Way, extensive coordination is required to confirm operational improvements to further the Program. Included within the "Early Action" projects is the Sunol Quiet Zone, which will establish a Quiet Zone along the Union Pacific Railroad Oakland Subdivision between Castlewood Drive and Main Street in Alameda County. Mr. Pennino is coordinating all aspects of the implementation of the Quiet Zone, including coordination with FTA, CPUC, UPRR and Alameda County along with processing the General Order 88-B Application and issuing the Notice of Establishment.

RTD BUS RAPID TRANSIT (BRT) PHASE IV – MARTIN LUTHER KING JR. BLVD CORRIDOR
Project Manager
Stockton, CA. (2016 – 2020)

Mr. Pennino provided project management services for all aspects of this project. This project consisted of a 5.5-mile Bus Rapid Transit corridor operating in mixed traffic with signal prioritization. Elements in this project include branded BRT bus stops, a 1.5-acre transfer facility with a 5,000 square foot employee welfare and mixed used building, fare vending machines, surveillance cameras and concrete bus layover pads. Mr. Pennino provided plan review, constructability review, consultant coordination, agency coordination, jurisdiction coordination, budget preparation, scheduling, grants tracking, bid document preparation, public bid management and construction management.

RTD BUS RAPID TRANSIT (BRT) PHASE V – MIDTOWN CORRIDOR
Project Manager
Stockton, CA. (2016 – 2018)

Mr. Pennino provided project management services for all aspects of this project. This project consisted of a 4.8-mile Bus Rapid Transit corridor operating in mixed traffic with signal prioritization. Elements in this project include branded BRT bus stops, fare vending machines, surveillance cameras and concrete bus layover pads. Mr. Pennino provided plan review, constructability review, consultant coordination, agency coordination, jurisdiction coordination, budget preparation, scheduling, grants tracking, bid document preparation, public bid management and construction management.

ALTAMONT COMMUTER EXPRESS (ACE) MAINTENANCE AND LAYOVER FACILITY
Project Manager
Stockton, CA. (2008 – 2015)

Mr. Pennino provided project management services for all aspects of this project. This is a 121,000 square foot commuter train maintenance facility on a 60+ acre site. The facility includes complex equipment and maintenance systems including a drop table, wheel truer, bridge crane and train washer. Mr. Pennino started on this project during the property acquisition stage on the current site. Over the past seven years he processed the entitlements, coordinated with the Engineer of Record and Herzog to finalize the construction documents, processed the permit applications, and executed the procurement of the main construction contract and multiple auxiliary contracts. This project received **USGBC LEED Silver Certification** in addition to being selected as **Project of the Year** for the ASCE Sacramento Chapter and nominated as **Project of the Year** by the California Transportation Foundation.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Joshua Williamson, E.I.T.

Senior Project Manager

PENNINO MANAGEMENT GROUP

Mr. Williamson is recognized for his comprehensive experience, technical knowledge, team building attitude and ability to manage complex construction projects. His expertise is shown by his ability to collaborate across multi-disciplinary teams and deliver projects on time and on budget. He takes pride in delivering quality projects that meet or exceed project expectations.

PROFESSIONAL PROFILE

ROLE & RESPONSIBILITY

Mr. Williamson has extensive experience as both a Project Manager, Quality Control Manager and Construction Inspector on numerous projects throughout California. He has over thirty years of experience in the construction industry, helping deliver successful projects from start to finish. Mr. Williamson will act as the Construction Manager on this project.

EDUCATION

B.S. Construction Management – 1997
California State University
Fresno, CA.

Certificate/License

California Engineer-In-Training
License No. 151229

YEARS OF EXPERIENCE

32 – Total
- 4 – Pennino Management Group
- 10 – Public Works
- 10 – Civil Contractor
- 8 – Geotechnical

RELEVANT EXPERIENCE

RTD Solar Photovoltaic (PV) System Project
Project Manager
Stockton, CA (2021- Current)

Mr. Williamson is providing Project and Construction Management Services to RTD on a Design/Build Solar Photovoltaic Installation Project at the Regional Transportation Center (RTC) in Stockton, CA. The project's goal is to offset RTD's operating cost by installing PV panels on a portion of the RTC site. Utilizing the Design/Build Project Delivery method for this project has proved a little challenging. However, Mr. Williamson has effectively coordinated almost all aspects of the project, ensuring is stay on track to a successful completion.

SJRRC Construction of the Rail Maintenance Facility (RMF) Expansion
Project Manager
Stockton, CA (2020 – Current)

Mr. Williamson provides Engineering Support during design and bid phases for the SJRRC Regional Maintenance Facility (RMF). SJRRC is expanding their facilities at its existing RMF located at 1020 E. Alpine Avenue in Stockton, California. The project scope includes Sitework, Maintenance Building Expansion, Maintenance Building Service and Inspection Expansion, Parts Storage Building Addition, Maintenance Building Mezzanine Remodel, Rail Storage Yard Expansion. Elements of construction include, but are not limited to, the following: Demolition, Earthwork, Utilities, Concrete, Asphalt Paving, Masonry, Pre-Engineered Metal Building, New Rail Trackwork, Mechanical, Electrical, Plumbing, Working directly with design consultant teams through the development of project plans, specifications, and engineering phases. Provided support to SJRRC during bid phase.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

RTD FVM REVMOVAL AND INSTALLATION
Project Manager
Stockton, CA (2020-2021)

Completed removal of existing Fare Vending Machines (FVM) and installation of new FVM at 37 sites across Stockton, CA. Closely coordinated between RTD management, City of Stockton Public Works Department and the contractor. Oversaw and managed sub-consultant for Material Special Inspections. Mr. Williamson also, carefully coordinated with RTD Operations for establishing Temporary Stops, and programming of the newly installed FVM. Of the 37 total sites, each location was completed from demolition to re-opening to the public within approximately 10 days greatly limited the inconvenience to the public and lost revenue time for RTD.

RTD BUS RAPID TRANSIT (BRT) PHASE IV/V – MLK and MIDTOWN CORRIDORS
Project Manager
Stockton, CA. (2017 – 2020)

This project consisted of a 5.5-mile Bus Rapid Transit corridor operating in mixed traffic with signal prioritization. Elements in this project include branded BRT bus stops, a 1.5-acre transfer facility with a 5,000 square foot employee welfare and mixed used building, fare vending machines, surveillance cameras and concrete bus layover pads. Mr. Williamson provided project management, plan review, constructability review, consultant coordination and on-site inspections.

SJRRC LATHROP-MANTECA SHUTTLE PULLOUT
Project Manager
Lathrop, CA (2020-2021)

Mr. Williamson worked directly with design consultants to oversee development of Plans, Specifications and Engineering from the conceptual level through completed design. This project created a bus pullout and bus stop along Yosemite Avenue to the south of the existing ACE Lathrop-Manteca Station. A concrete walkway with pathway lighting and chain-link fencing was also constructed. Mr. Williamson coordinated with the City of Lathrop Public Works from beginning to end. Also, worked with adjacent business owner to obtain rights and facilitated a new land easement. Provided bid support services to SJRRC during bid phase. Oversaw construction and managed the project on day-to-day basis through completion of the project. Mr. Williamson successfully negotiated extra work costs and executed Contract Change Orders for additional scope requested by SJRRC.

MARIN COUNTY TRANSIT DISTRICT REDWOOD AND GRANT TRANSPORTATION IMPROVEMENT PROJECT
Project Manager
Novato, CA. (2017 – 2019)

This project includes the complete reconstruction of the Redwood and Grant Transit Center in Novato, CA. The final constructed transit center will revise the boarding and alighting configuration as well as provide a new custom canopy along the entire platform. The work includes specialized signaling system to allow buses to depart the transit facility and hold traffic at the reconstructed mid-block pedestrian crossing. Improvements will not only provide safer bus operations, but also provide improved transit amenities and ADA path of travel for passengers. Mr. Williamson is providing project management, plan review, constructability review, consultant coordination and on-site inspections.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Kristin MacDonald

Project Engineer

PENNINO MANAGEMENT GROUP

Ms. MacDonald has been working in the Construction Industry for twenty-two years. She has worked on rail and heavy civil projects most recently, but has an early background of public facilities and residential construction. Ms. MacDonald specializes in Document Control Systems. She has worked with many different systems over the years and has an inherent understanding of the Document Control process.

PROFESSIONAL PROFILE

ROLE & RESPONSIBILITY

Ms. MacDonald's responsibilities include project management, contract administration and document control.

EDUCATION

Construction Management Classes, Cosumnes River College

Construction Plans and Specifications, Construction Estimating, Legal Aspects of Construction, Construction Scheduling and Critical Path Method, Materials of Construction, Computer Estimating for Construction

YEARS OF EXPERIENCE

22 – Total
- 9 – Pennino Management Group
- 6 – LKG-CMC, Inc.
- 3 – EPC Consultants, Inc.
- 3 – West Bay Builders, Inc.
- 1 – Toll Brothers, Inc.

RELEVANT EXPERIENCE

PENNINO MANAGEMENT GROUP

Project Engineer

Lodi, CA (2013 – Current)

Ms. MacDonald provides document control services for the varied projects executed by the Pennino Management Group principals. Using the company's document control structure she maintains electronic and hard copies of all documents for each project. She assists the principals in managing their diverse workloads by providing support in a multitude of areas.

DRY UTILITY COORDINATION PROJECTS

Project Engineer

San Francisco Bay Area & CA Central Valley (2014 – Current)

Ms. MacDonald works closely with the Pennino Management Group (PMG) Dry Utilities Lead Manager to provide document control and project support including coordination with local PG&E offices, tracking of outstanding project issues, management and update of project drawings and maintaining all project files electronically.

MARIN COUNTY TRANSIT DISTRICT STATE OF GOOD REPAIR BUS STOP IMPROVEMENTS

Document Control

Marin County, CA. (2014 – 2015)

Ms. MacDonald provided document control services for this project. The PMG Construction Manager created Access databases designed for submitting, tracking and recording project documentation such as Submittals, RFI's and Inspector's Daily Reports. The databases were used by the Contractor to submit information, by PMG and other consultants to review and track the information and by the project Owner to review and track the information.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Ms. MacDonald provided oversight for these databases and controlled the flow of documentation. She maintained hard copies of documents used for the successful closeout of the project. This project included the installation of passenger amenities and access improvements at ten (10) existing bus stop locations throughout Marin County. Transit amenities included both bus shelter and bench installations along with standalone bench installations and bus layover pads. Majority of the work included ADA improvements, such as complaint curb ramps and sidewalks adjacent to existing transit stops.

SAN JOAQUIN REGIONAL RAIL COMMISSION, ALTAMONT COMMUTER EXPRESS MAINTENANCE AND LAYOVER FACILITY
Document Control Specialist
Stockton, CA. (2011 – 2014)

Ms. MacDonald provided on-site document control services for this project. The project began with the implementation of PMWeb as the Project Management system for the various SJRRC projects. Ms. MacDonald worked with the developers to fine tune aspects of PMWeb to work specifically for this project. She worked within PMWeb tracking Requests for Information (RFI's) and Submittals, and she created and maintained an electronic database within PMWeb for filing all correspondence in a clear, accurate and retrievable manner. She managed records of change orders, drawings & specs, samples, warranties, O&M's, and more. Ms. MacDonald created and maintained a photo log in PMWeb and another in the construction manager's network to manage thousands of jobsite photos in such a way as to be searchable and retrievable. She maintained hard copies of documents also. This twenty-four month construction project included the installation of turnout switches, train signals, and track infrastructure installation of a large railroad maintenance facility with both locomotive and coach maintenance bays, fueling stations, in-ground lifts, train wash building, administration offices, and oil/ water separator buildings on a thirty-two acre site. Interfacing and connecting with the Union Pacific Rail Road Sacramento and Fresno Sub Division Right-of-Way.

SACRAMENTO COUNTY REGIONAL SANITATION DISTRICT,
UPPER NORTHWEST INTERCEPTORS 1&2
Document Control Specialist
Sacramento, CA. (2007 – 2010)

Ms. MacDonald provided on-site document control services. She was brought onto the project a year after it started and immediately cleaned up the correspondence tracking database. She managed eRoom Documentum which was SRCSD's project documentation tracking system. She tracked RFI's and Submittals and all other project correspondence, including many specialized tunneling reports. Implemented and maintained project photo log with thousands of jobsite photos in such a way as to be searchable and retrievable. Managed contract close-outs, project correspondence, including many specialized tunneling reports. She implemented and maintained a project photo log with thousands of jobsite photos and she managed contract close-outs. This 36 month construction project consisted of installation by tunneling methods of approximately 19,300 LF of 144" diameter segmental pipe, construction of one 84" by 144" transition structure, one 144" by 120" transition structure, 20 access manholes; connection of 1 interceptor manhole, connection of 3 existing trunk sewer lines and installation of construction shafts and associated tunneling support facilities. Tunnel approximately 30' deep in saturated silts, located under and adjacent to a drainage canal.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Chapter 4 Past Performance and References

Over the years, PMG's staff has produced many successful projects throughout California. The PMG team is confident that it can manage this project from start to finish effectively and efficiently. Though we cannot include all of our successful projects, we have included a representative sample of our past projects, including:

San Joaquin Regional Transit District

- Fare Vending Machine Replacement
  - Total Project - $510,000
  - Construction - $360,000
- Bus Rapid Transit Phase IV
  - Total Project - $9.6M
  - Construction - $6.7M
- Bus Rapid Transit Phase V
  - Total Project - $2.4M
  - Construction - $1.3M
- Bus Rapid Transit Phase III - **2013 California Transportation Foundation Small Transit Project of the Year Award**
  - Total Project - $12.4M
  - Construction - $5.4M
- Bus Rapid Tranist Phase II
  - Total Project - $9.5M
  - Construction - $5.0M

San Joaquin Regional Rail Commission

- Altamont Comutter Express (ACE) Maintenance Facility
  - Total Project - $91.5M
  - Construction - $62.0M
- Track Extension and Gap Closure Phase 1
  - Total Project - $26.2M
  - Construction - $20.0M
- Altamont Comutter Express (ACE) Video Surveillance System
  - Total Project - $3.2M
  - Construction - $2.4M

Marin County Transit District

- State of Good Repair Bus Stop Improvements
  - Construction = $715K

Each Project has its own challenges and the best way to approach them is head on. PMG prides itself in out of the box thinking and problem solving. Problems are merely opportunities to seek solutions. Once you review our sample projects you will see that PMG is second to none in real world experience related to this entire scope of work.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

REGIONAL TRANIST DISTRICT BUS RAPID TRANSIT PHASE IV

RTD

2016—2019 **CONSTRUCTION VALUE — $9,400,000**
LOCATION — STOCKTON, CA.

Project Description This project consisted of a 5.5-mile Bus Rapid Transit corridor operating in mixed traffic with signal prioritization. Elements in this project include branded BRT bus stops, a 1.5-acre transfer facility with a 5,000 square foot employee welfare and mixed used building, fare vending machines, surveillance cameras and concrete bus layover pads.

Services Provided Scheduling, Budgeting, Jurisdiction Coordination, Environmental Clearances, FTA Documentation, Engineering Coordination/Plan Review, Procurement Assistance, Project Management/Construction Management, Utility Coordination, and Document Control

Status: Project Closeout

Firm: **Pennino Management Group**

Bryan Pennino and Joshua Williamson – Scheduling, Budgeting, Jurisdiction Coordination, Engineering Coordination/Plan Review, Procurement Assistance, Project Management, Construction Management, Construction Inspections, Utility Coordination, and Document Control

Kristin MacDonald – Document Control

Condor Earth Technologies – Special Inspection and Testing

Reference
John Coose
Facilities Superintendent
San Joaquin RTD
421 E. Weber Ave.
Stockton, CA 95202
(209) 467-6618

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

REGIONAL TRANIST DISTRICT BUS RAPID TRANSIT PHASE III

RTD

2009—2013 **CONSTRUCTION VALUE — $5,400,000**
LOCATION — STOCKTON, CA.

Expedited Project The Federal Transit Administrated (FTA) requested San Joaquin RTD to **accelerate the project delivery date by two (2) years**. PMG staff expertly guided this project from initiation (development of Project Budget and Project Management Plan) through Completion, on-time, on-budget and ahead of schedule.

Project Description Construct approximately 17 stations, install signal prioritization, and improve layover areas to create the Metro Express-Hammer Lane Corridor Bus Rapid Transit (BRT). The project provides express service for approximately 5 miles on Hammer Lane; operating at grade and in mixed traffic between US Route 99 and Interstate 5. Additionally, create a transfer station with passenger and employee amenities at the Hammer Triangle in two phases.

Services Provided Scheduling, Budgeting, Jurisdiction Coordination, Environmental Clearances, FTA Documentation, Engineering Coordination/Plan Review, Procurement Assistance, Project Management/Construction Management, Utility Coordination, and Document Control

Status: RTD Construction Complete, City of Stockton Construction Underway

Firm: **Under Fix Term Contract**

Bryan Pennino – Scheduling, Budgeting, Jurisdiction Coordination, Engineering Coordination/Plan Review, Procurement Assistance, Project Management, Construction Management, Construction Inspections, Utility Coordination, and Document Control

Reference
John Coose
Facilities Superintendent
San Joaquin RTD
421 E. Weber Ave.
Stockton, CA 95202
(209) 467-6618

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

REGIONAL TRANIST DISTRICT BUS RAPID TRANSIT PHASE II

RTD

2009—2011 **CONSTRUCTION VALUE — $5,000,000**
LOCATION — STOCKTON, CA.

Project Description Project includes installation of a 7.9 mile Bus Rapid Transit corridor along Airport Way, operating in mixed traffic with signal prioritization. Elements in this project include branded BRT bus stops, fare vending machines, surveillance cameras and concrete bus layover pads. Extensive coordination with the City of Stockton was required to complete this project on time and on budget.

Services Provided Scheduling, Budgeting, Jurisdiction Coordination, Environmental Clearances, FTA Documentation, Engineering Coordination/Plan Review, Procurement Assistance, Project Management/Construction Management, Utility Coordination, and Document Control

Status: RTD Construction Complete, City of Stockton Construction Underway
Firm: **Under Fix Term Contract**
Bryan Pennino – Scheduling, Budgeting, Jurisdiction Coordination, Environmental Clearances, Engineering Coordination/Plan Review, Procurement Assistance, Project Management, Construction Management, Utility Coordination, and Document Control

Reference
John Coose
Facilities Superintendent
San Joaquin RTD
421 E. Weber Ave.
Stockton, CA 95202
(209) 467-6618

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

REGIONAL TRANIST DISTRICT BUS BENCH AND SHELTER PROJECT

RTD

2009—2013

PHASE 1, 2 and 3
CONSTRUCTION VALUE — $914,000
LOCATION — STOCKTON, CA.

Project Description Installation of 130 bus benches throughout the greater Stockton metropolitan areas, construction of bus stops for installation of seven (7) thirteen (13) foot bus shelters and three (3) seventeen (17) foot bus shelters. Including installation of trash receptacles and bus top signage.

Services Provided Scheduling, Budgeting, Jurisdiction Coordination, Environmental Clearances, FTA Documentation, Engineering Coordination/Plan Review, Procurement Assistance, Project Management/Construction Management, Utility Coordination, and Document Control

Status: RTD Construction Complete

Firm: **Under Fix Term Contract**

Bryan Pennino – Scheduling, Budgeting, Jurisdiction Coordination, Engineering Coordination/Plan Review, Procurement Assistance, Project Management, Construction Management, Construction Inspections, Utility Coordination, and Document Control

Reference
John Coose
Facilities Superintendent
San Joaquin RTD
421 E. Weber Ave.
Stockton, CA 95202
(209) 467-6618

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

STATE OF GOOD REPAIR BUS STOP IMPROVEMENTS

MCTD

2014—2015 **CONSTRUCTION VALUE — $715,000**
LOCATION — MARIN COUNTY, CA

Project Description Installation of passenger amenities and access improvements at ten (10) existing bus stop locations throughout Marin County. Transit amenities included both bus shelter and bench installations along with standalone bench installations and bus layover pads. Majority of the work included ADA improvements, such as complaint curb ramps and sidewalks adjacent to existing transit stops.

Services Provided Construction Management and Inspections including materials testing, Scheduling, Budgeting, Jurisdiction Coordination, Engineering Coordination/Plan Review, Procurement Assistance, Project Management, and Document Control.

Status: Construction Completed

Firm: **Pennino Management Group**

Bryan Pennino – Construction Management, Scheduling, Budgeting, Jurisdiction Coordination, Engineering Coordination/Plan Review, Procurement Assistance, Project Management, and Document Control.
Kristin MacDonald – Document Control
Phillip Pennino – On-Site Inspections

Reference
Lauren Gradia
Director of Finance and Capital Programs
Marin County Transit District
711 Grand Ave., Suite 110
San Rafael, CA. 94901
(415) 226-0867

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

PENNINO MANAGEMENT GROUP

Chapter 5 Required Forms

Required Forms

- **Proposal Cover Form**
- **Statement of Business and Financial Qualifications**
- **Current Client References**
- **Conflict of Interest Certification**
- **Exception Form**
- **California Levine Act**
- **Lobbying Restriction Certification**
- **DBE Certification Form**
- **Subcontractor Listing Form**
- **Cost Proposal (separate envelope)**

SAN JOAQUIN RTD

PROPOSAL COVER FORM

A. GENERAL INFORMATION

DATE SUBMITTED: April 12, 2022

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:

Pennino Management Group

1. Federal Tax ID # 45-5606098
2. Date Universal Numbering System (DUNS) # 061521438
3. Commercial and Government Entity (CAGE)# 6XYG8
   Please go to System for Award Management (sam.gov) if your entity needs to obtain a CAGE number.

B. PROPOSAL CONTACT PERSON INFORMATION

Name and Title: Bryan Pennino, President

Address: 1949 W. Kettleman Lane, Suite 200
Lodi, CA 95242

Mailing Address (if different): PO Box 1566
Lodi, CA 95241

Office Phone: 209-370-1908

Mobile Phone: 209-327-3787

Email: bpennino@penninogroup.com

C. CONDITIONS:

1. Parts I, II, III and all forms and attachment of this RFP, and Addenda, if any, are made a part of this Proposal. Confirmed
2. The undersigned acknowledges receipt of the following Addenda (e.g. 1, 2, 3, 4, etc.), if any: Addendum 1
3. The undersigned understands and agrees to be bound to the proposed Scope of Services and Cost Proposal for 120 days from the date proposals are due.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

4. The undersigned is prepared to sign the Sample Contract without alterations or exceptions, or if it is requesting modifications to the Sample Contract and/or any requirements of this RFP, shall include such requested modifications in Form 7, "Exception Form."

The undersigned certify that I/we submit this Proposal and sign this Proposal Cover Form with full and proper authorization to do so and have read, understood, and will comply with all the terms and conditions set forth in the RFP documents.

PROPOSER'S INFORMATION	
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

SAN JOAQUIN RTD

STATEMENT OF BUSINESS AND FINANCIAL QUALIFICATIONS

Proposers may attach additional documentation or sheets as necessary to fully provide all the information requested below. All attachments and additional sheets must be clearly identified as being a part of this form.

Name of Proposer	Bryan Pennino
Principal Office Address	1949 W. Kettleman Lane, Suite 200
City, State, Zip	Lodi, CA 95242
Principal Office Mailing Address *(if different from above)*	PO Box 1566
City, State, Zip	Lodi, CA 95241

1. Indicate if your business is:

☐ **SOLE PROPRIETORSHIP** (List name of owner)

☐ **PARTNERSHIP** (List the names and addresses of partners.)

☐ **LIMITED PARTNERSHIP** (List General Partner)

X☐ **CORPORATION** (List the names of officers and directors.)

Bryan Pennino, President

Phillip Pennino, Secretary/Treasurer

State of Incorporation: California

Corporation Number: 3483251

☐ **JOINT VENTURE** (List the names and addresses of all members of the joint ventures and if any member is a corporation, partnership or joint venture, list the same information for each such corporation, partnership, and joint venture.)

SAN JOAQUIN RTD

Note: Firm must be authorized to do business in California at time of submitting its Proposal.

2. Are you licensed to do business in California? ☒ YES ☐ NO

Check and complete all that apply:

Business License (Documented):	☒	Number: 3483251	State: CA
CA Business License (Documented):	☒	Number: 3483251	
Professional License:	☒	Number: M32710 - B. Pennino	
*CA Corporation Entity:	☒	Number: 3483251	Name: S
*CA Limited Liability Entity:	☐	Number:	Name:
Taxpayer ID Number (Federal):	☒	Number: 45-5606098	
Other:	☐	Number:	

*California Business Entity Number. Required for all Projects. Number issued to an entity, by the California Secretary of State, upon its approval of an entity's registration.

For the following questions, if a joint venture, give information for each Member of the joint venture, by name.

3. Has your organization ever operated under another or different name than your present business name? ☐ YES ☒ NO

   If so, on a separate page, please give such name(s), the time periods that such name was used, and the reason(s) for changing such name? N/A

4. How many years has your organization been in business? 10

5. How many years of experience has your organization had performing work that is the same or similar to the services you are proposing? 10

   (a) As a Prime Contractor? 10
   (b) As a subcontractor? 10

6. Show all the projects your organization has completed during at least the last five years in the following tabulation: (For joint venture work, show the sponsoring individual or company.)

Year	Contract Price	Project Description	Contact Person & Phone	Business Name & Address
2021	$148,690	SJRTD FVM Replacement	John Coose (209) 467-6618	San Joaquin RTD 421 E Weber Avenue Stockton CA 95202
2021	$109,275	SJRRC Lathrop Bus Pullout	Stacey Mortensen (209) 944-6220	San Joaquin Reg. Rail Comm. 949 E. Channel Street Stockton CA 95202
2020	$139,235	SJRTD BRT V Project		San Joaquin RTD

		Mgmt. Construction Mgmt.	John Coose (209) 467-6618	421 E Weber Avenue Stockton CA 95202
2020	$436,521	SJRTD BRT IV Project Mgmt. Construction Mgmt.		San Joaquin RTD 421 E Weber Avenue Stockton CA 95202
		These are representative projects in the Stockton area, PMG has completed 100's of projects over the last five years. Additional projects can be provided upon request.		

7. Where is the location of offsite work to be done, if any?

To be determined

Phone No: 209-370-1908

8. Have you or your organization failed to complete a Contract?
☒ NO ☐ YES If yes, provide details on a separate page.

9. Reference is hereby made to the following Auditors as to the financial responsibility of Proposer:

Name of Auditor: Matthew McGladdery CPA
Address: 420 West Pine Street, Suite 2
City, State, Zip Code: Lodi, CA 95240
Telephone: 209-334-3497
Officer Familiar with Account: Matthew McGladdery CPA

Name of Auditor:
Address:
City, State, Zip Code:
Telephone:
Officer Familiar with Account:

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of Proposer:

Name of Surety Company:	Truex Insurance
Name of Local Agent (if different)	Stephen Nelson
Local Address:	4069 Quail Lakes Drive, Suite 1
City and State:	Stockton, CA 95207
Telephone:	209-477-1111
Officer Familiar with Proposer's Account:	Stephen Nelson

Name of Surety Company:	
Name of Local Agent (if different)	
Local Address:	
City and State:	
Telephone:	
Officer Familiar with Proposer's Account:	

11. Is your firm financially interested in any other line(s) of business?

☒ NO ☐ YES If yes, provide details on a separate page.

12. Is any litigation pending against your organization?

☒ NO ☐ YES If yes, provide details on a separate page.

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

Executed April 12, 2022 at Lodi, CA.
Month, Day *Year* *City* *State*

PROPOSER'S INFORMATION	
Name of the Firm	Pennino Management Group
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

CURRENT CLIENT REFERENCES

Provide a minimum of three and a maximum of five references for projects completed by the Proposer in the last five years that consisted of work that is the same or similar to the Services required in this RFP. Include public agency clients and transportation agencies, if any. Do not list RTD as a reference.

1. Entity Name: San Joaquin Regional Rail Commission
   Address: 949 East Channel Street
   City, State, Zip: Stockton, CA 95202
   Contact Person: Stacey Mortensen
   Email: stacey@acerail.com
   Project Description: ACE Rail Maintenance Facility Expansion

2. Entity Name: Marin County Transit District
   Address: 711 Grand Avenue, Suite 100
   City, State, Zip: San Rafael, CA 94901
   Contact Person: Lauren Gradia
   Email: lgradia@marintransit.com
   Project Description: State of Good Repair Bus Stop Improvements

3. Entity Name: Brightline
   Address: 601 15th Street
   City, State, Zip: West Palm Beach, FL 33401
   Contact Person: Tom Rutkowski
   Email: Tom.Rutkowski@gobrightline.com
   Project Description: Orlando Vehicle Maintenance Facility
   West Palm Beach Vehicle Maintenance. Facility

4. Entity Name:
   Address:
   City, State, Zip:
   Contact Person:
   Email:
   Project Description:

5. Entity Name:
   Address:
   City, State, Zip:
   Contact Person:
   Email:
   Project Description:

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

PROPOSER'S INFORMATION	
Name of the Firm	Pennino Management Group
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

CONFLICT OF INTEREST CERTIFICATION

In accordance with this RFP, Proposer certifies that the representation of San Joaquin Regional Transit District will not create a conflict of interest with any of the clients that the undersigned individual or firm represents.

Proposer further affirms that the undersigned individual or firm is (1) eligible to propose on this project and to enter into a Contract with the San Joaquin Regional Transit District; (2) has read and understands the restrictions imposed in this RFP; and (3) has informed all subcontractors that they may be subject to restrictions in this RFP and in future contracting under a Contract awarded pursuant to this RFP.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Executed April 12, 2022 at Lodi, CA.
Month, Day *Year* *City* *State*

PROPOSER'S INFORMATION	
Name of the Firm	Pennino Management Group
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

EXCEPTION FORM

By submitting a proposal, Proposer is deemed to have accepted all the terms and conditions set forth in the Sample Contract contained in the solicitation, unless the proposer submits exceptions to the Sample Contract on this Exception Form with its proposal in accordance with the instructions below.

EXCEPTIONS: ☒ **NO** ☐ **YES**

If YES, list all exceptions to the Sample Contract below. Number each exception. Provide the section of the Sample Contract to which an exception is taken. If applicable, provide alternate language on this form or an additional attached page.

Exception #	Sample Contract Section	Exception	RTD Response

PROPOSER'S INFORMATION	
Name of the Firm	Pennino Management Group
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any RTD Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than $250 from the person or company awarded the contract within the previous twelve months, and for three months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the RTD Board who has received such a contribution to disclose the contribution on the record of the proceeding.

RTD's current Board members are: Les J. Fong, Gary S. Giovanetti, Joni Bauer, Balwinder Singh, and Michael P. Restuccia.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any RTD Board Member in the 12 months preceding the date of the submission of your proposal or the anticipated date of any Board action related to this contract?

☐ **YES** ☒ **NO** If yes, please identify the Board Member(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any RTD Board Member in the three months following any Board action related to this contract?

☐ **YES** ☒ **NO** If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude RTD from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this RFP and resulting contract(s).

PROPOSER'S INFORMATION	
Name of the Firm	Pennino Management Group
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

SAN JOAQUIN RTD

Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31. U.S. C. 1352
(See next page for Public Burden Disclosure)

1. Type of Federal Action: ☐ a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	**2. Status of Federal Action:** ☐ a. Bid/Offer/Application b. Initial Award c. Post Award	**3. Report Type:** ☐ a. Initial Filing b. Material Change **For Material Change Only**: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*:_____	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $	
10. a) Name and address of Lobbying Entity (if individual, last name, first name, MI):	**b) Individuals Performing Services** *(including address if different from No. 10a)* (Last name, first name, MI)	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned **12. Form of Payment** *(check all that apply):* ☐ a. cash ☐ b. in-kind: specify: nature _____ value _____	**13. Type of Payment** *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify: _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheets(s) SF-LLL-A attached:	☐ YES ☐ NO	
16. Information required through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Bryan Pennino Title: President Telephone No.: 209-370-1908 Date: 04/12/2022	
Federal Use Only:	Authorized for local reproduction Standard Form LLL	

Lobbying Restriction Certification

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity:_____ Page _____ of _____

Authorized for Local Reproduction
Standard Form – LLL-A
Billing Codes 3410-01-C; 6450-01-C; 6690-01-C; 8025-01C; 7510-01-C; 3510-FE-C; 120-01-C; 4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 21 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the Contract, grant, or loan award number; the application/Proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle initial (MI).

11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project 0348-0046), Washington, D.C. 20503

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

SAN JOAQUIN RTD

DBE CERTIFICATION FORM

Prime Contractor and Subcontractor /Supplier/Truckers/Brokers Report

Contractor's Name:	Pennino Management Group	Contract Name:	23002-S On-Call Project Management Services
Address:	PO Box 1566 Lodi, CA. 95241	**Disadvantaged Business Enterprise:**	
		☒ **NO** ☐ **YES Cert. #** _____	
Owner/Contact:	Bryan Pennino	Phone: 209-370-1908	Fax:
Title:	President	Annual Gross Receipts:	$3M

List the following information for all subcontractors/subconsultants/suppliers, regardless of tier, that provided a bid, quote, or Proposal to Proposer. Attach additional sheets if necessary.

If Proposer will not be using a DBE subcontractors/subconsultants/suppliers, please check the following box, execute, and submit this form with its Proposal.

☒ Proposer certifies that it will not be using a DBE firm as a subcontractors/subconsultants/suppliers, to perform work, provide labor, or render services in connection with the Project.

Subcontractor/Subconsultant/Supplier

Name:			Phone:		
Address:			Fax No:		
City/State/Zip:			Email:		
Estimated Amount	Age of Firm	Firm's Annual Gross Receipts	Division of Work/Type Materials	DBE ( ) NO ( ) YES	Bid/Quote Accepted: ( ) NO ( ) YES
$				Cert. #:	

Name:			Phone:		
Address:			Fax No:		
City/State/Zip:			Email:		
Estimated Amount	Age of Firm	Firm's Annual Gross Receipts	Division of Work/Type Materials	DBE ( ) NO ( ) YES	Bid/Quote Accepted: ( ) NO ( ) YES
$				Cert. #:	

Name:			Phone:		
Address:			Fax No:		
City/State/Zip:			Email:		
Estimated Amount	Age of Firm	Firm's Annual Gross Receipts	Division of Work/Type Materials	DBE ( ) NO ( ) YES	Bid/Quote Accepted: ( ) NO ( ) YES
$				Cert. #:	

DBE Amount: N/A = N/A % Contractor's DBE Achievement

Total Proposal: N/A

Names of the First-Tier subcontractors, including DBEs, whose bids are accepted, shall be consistent, where applicable, with the names in Subcontractor Listing Form submitted with the Proposal.

The undersigned will enter into a formal agreement with the subcontractor(s), and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a Contract with RTD. Contractor certifies that any DBE listed whose quote Contractor accepts will perform a commercially useful function, as defined in 49 CFR Part 26, on the Contract. I certify under penalty of perjury that the information included on this form is accurate and true.

PROPOSER'S INFORMATION	
Name of the Firm	Pennino Management Group
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

SAN JOAQUIN RTD

SUBCONTRACTOR LISTING FORM

Provide a list of all proposed subcontractors.

1. Firm Name: _____
   Address: _____
   City, State, Zip: _____
   Division of Work: _____
   Contact Person: _____
   Phone: _____
   Email: _____
   Federal Tax Id: _____
   DUNS Number: _____
   CAGE Number: _____
   CA Contractor License Number: _____
   Public Works Registration Number: _____
   Type of Business
   ☐ Sole Proprietorship ☐ Partnership
   ☐ Limited Partnership ☐ Corporation
   ☐ Joint Venture ☐ Other: _____
   CA Corporation or Limited Liability Entity Number: _____
   DBE?:
   ☐ No
   ☐ Yes, DBE Certification Number: _____

2. Firm Name: _____
   Address: _____
   City, State, Zip: _____
   Division of Work: _____
   Contact Person: _____
   Phone: _____
   Email: _____
   Federal Tax Id: _____
   DUNS Number: _____
   CAGE Number: _____
   CA Contractor License Number: _____
   Public Works Registration Number: _____
   Type of Business
   ☐ Sole Proprietorship ☐ Partnership
   ☐ Limited Partnership ☐ Corporation
   ☐ Joint Venture ☐ Other: _____
   CA Corporation or Limited Liability Entity Number: _____

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

DBE?: ☐ No
☐ Yes, DBE Certification Number:_____

3. Firm Name: _____
Address: _____
City, State, Zip: _____
Division of Work: _____
Contact Person: _____
Phone: _____
Email: _____
Federal Tax Id: _____
DUNS Number: _____
CAGE Number: _____
CA Contractor License Number: _____
Public Works Registration Number: _____
Type of Business ☐ Sole Proprietorship ☐ Partnership
☐ Limited Partnership ☐ Corporation
☐ Joint Venture ☐ Other: _____
CA Corporation or Limited Liability Entity Number: _____
DBE?: ☐ No
☐ Yes, DBE Certification Number:_____

4. Firm Name: _____
Address: _____
City, State, Zip: _____
Division of Work: _____
Contact Person: _____
Phone: _____
Email: _____
Federal Tax Id: _____
DUNS Number: _____
CAGE Number: _____
CA Contractor License Number: _____
Public Works Registration Number: _____
Type of Business ☐ Sole Proprietorship ☐ Partnership
☐ Limited Partnership ☐ Corporation
☐ Joint Venture ☐ Other: _____
CA Corporation or Limited Liability Entity Number: _____
DBE?: ☐ No

☐ Yes, DBE Certification Number:_____

5. Firm Name: _____
Address: _____
City, State, Zip: _____
Division of Work: _____
Contact Person: _____
Phone: _____
Email: _____
Federal Tax Id: _____
DUNS Number: _____
CAGE Number: _____
CA Contractor License Number: _____
Public Works Registration Number: _____
Type of Business ☐ Sole Proprietorship ☐ Partnership
☐ Limited Partnership ☐ Corporation
☐ Joint Venture ☐ Other: _____
CA Corporation or Limited Liability Entity Number: _____
DBE?: ☐ No
☐ Yes, DBE Certification Number:_____

☒ ***Check Box if no Subcontractors.***

PROPOSER'S INFORMATION	
Name of the Firm	Pennino Management Group
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

COST PROPOSAL

Proposer must submit this form via mail or in-person to the POC in a sealed envelope.

Pursuant to and in compliance with **RFP 23002-S for On-Call Project Management Services**, the undersigned, being familiar with the RFP, and addenda, if any, thereto, hereby proposes to furnish any and all required services necessary to provide the required services to RTD, and in conformity with said RFP for the following rates:

Personnel Name	Classification	Direct Labor Rate	Home Office Overhead Rate	Field Office Overhead Rate	Profit (%)	Home Office Fully Burdened Rate	Field Office Fully Burdened Rate
Bryan Pennino	Principal	N/A	Incl.	Incl.	Incl.	$233.00/hr	N/A
Josh Williamson	Sr. Project Man.	N/A	Incl.	Incl.	Incl.	$209.00/hr	N/A
TBD	Project Manger	N/A	Incl.	Incl.	Incl.	$152.00/hr	N/A
Kristin MacDonald	Project Eng. II	N/A	Incl.	Incl.	Incl.	$141.00/hr	N/A
TBD	Project Eng. I	N/A	Incl.	Incl.	Incl.	$123.00/hr	N/A
Ashley Jeffery	Clerical	N/A	Incl.	Incl.	Incl.	$70.00/hr	N/A

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Personnel Name	Classification	Direct Labor Rate	Home Office Overhead Rate	Field Office Overhead Rate	Profit (%)	Home Office Fully Burdened Rate	Field Office Fully Burdened Rate

The undersigned certifies that he/she submits this Cost Proposal Form with full and proper authorization to do so and the Proposer will be bound to this Cost Proposal Form for 120 days.

PROPOSER'S INFORMATION	
Name of the Firm	Pennino Management Group
Contact Name	Bryan Pennino
Title	President
Phone	209-370-1908
Email	BPennino@PenninoGroup.com
Signature	
Date	April 12, 2022

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT E
COMPENSATION, INVOICING & PAYMENT
(TASK ORDER CONTRACT)

This is a Task Order Contract. RTD will issue Task Orders and Services will be provided on an on-call basis throughout the term of the Contract. The Services to be furnished may vary according to RTD's needs and will be described in the specific Task Order. RTD expressly reserves the right to contract for performance of services with other consultants. There is no guaranteed minimum level of effort to be expended or compensation to be paid under this Contract, however. The total maximum value for the Services provided hereunder shall not exceed **FIVE HUNDRED THOUSAND ($500,000.00)**, as authorized by the Board of Directors, and subject to the appropriation of adequate federal, state, and regional funds for the services.

Contractor agrees to complete the Services defined in authorized Task Orders in the period of performance specific to the Task Order, and in accordance with the specific terms and conditions identified in the Task Order. Contractor is not authorized to provide Services hereunder costing in excess of the maximum value amount stated in the pertinent Task Order and Contractor agrees that if it exceeds the maximum value it does so at its own risk. Task Order compensation may be awarded on either a time and materials (T&M) basis with a not-to-exceed ceiling, cost plus fixed fee (CPFF) basis, or firm fixed price (FFP) basis. Compensation on a T&M basis will be provided in accordance with **Exhibit E-1**. Compensation on a CPFF basis will be provided in accordance with **Exhibit E-2**. Compensation on a FFP basis will be provided in accordance with **Exhibit E-3**.

Compensation will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principles contained in Title 48, Code of Federal Regulations, Part 31. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under these Federal cost principles are subject to repayment by Contractor to RTD.

Work performed by the Contractor prior to issuance of a Task Order is understood to be at-risk and will not be reimbursed by RTD.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT E-1
COMPENSATION, INVOICING and PAYMENT
(TIME and MATERIALS)

For the satisfactory performance and completion of the Services under this Task Order, RTD will compensate Contractor as set forth herein.

A. COMPENSATION: This is a time and materials Task Order with a maximum value of $XX,XXX.00., for which amount Contractor agrees to complete the Services defined in this Task Order. Contractor is not authorized to provide Services hereunder exceeding the above-stated amount and Contractor agrees that if it exceeds the maximum value it does so at its own risk.

1. **LABOR COSTS:** The Services shall be invoiced in accordance with the following rate schedules.

   a. **Exempt Personnel:** RTD shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates identified in **Exhibit D**, which include direct labor, indirect labor, overhead and profit. RTD will not pay premium pay for exempt personnel.

   b. **Non-Exempt Personnel:** RTD shall pay for work by non-exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates identified in **Exhibit D**, which include direct labor, indirect labor, overhead and profit. RTD will pay for overtime work by non-exempt personnel (Time and a Half, Double Time) in accordance with California law. RTD must approve all premium time in advance in writing.

   c. Contractor may request increases in labor rates. Increases in labor rates may occur only once in a twelve (12) month period per individual. Contractor must make all requests in writing and deliver them to RTD at least thirty (30) days prior to the date the requested new rates are to become effective. RTD will review the request and, at its sole discretion, approve or deny the request in writing. RTD will issue adjustments, if any, prior to the effective date of the new labor rates.

   d. Any increase in labor rates approved by RTD will not be more than the annual average of the Consumer Price Index for the San Francisco Bay Area, using the **CPI-U, All Urban Consumers** index type for the twelve (12) month period preceding a new rate. The CPI is as a guideline only, and RTD is not obligated to match or increase this rate.

   e. At its discretion, RTD will consider individual exceptions to the above limitations, on a case-by-case basis, not to exceed one (1) adjustment per employee per twelve (12) month period, where Contractor can demonstrate that additional compensation is necessary to retain a specific employee RTD considers, in its sole discretion, to be essential.

2. **SUBCONTRACTOR COSTS:** RTD shall reimburse subcontractor costs at actual cost without mark-up. Subcontractor costs shall be supported by invoices, as are the prime labor costs. See paragraph B, Invoicing.

3. **OTHER DIRECT COSTS (ODCS):**

   a. The following categories of expenses are considered ODCs:

      i. **Travel Expenses:** Any travel expense (as described below) must be authorized by RTD in writing prior to Contractor incurring the expense of such travel. RTD may deny reimbursement of any travel expense incurred by Contractor prior to RTD's written approval. If RTD approves of the travel expense, RTD will reimburse the following types of travel expenses related to the performance of Services at the following per-diem or lump sum rates:

      Car Rental: $50/day (including all gas and all associated fees)

      Flight: The rates set forth as GSA City Pairs Gov't "YCA" Fare (https://cpsearch.fas.gsa.gov/cpsearch/search.do)

      Food/Beverage and Hotel: The rates set forth as GSA per diem rates (https://www.gsa.gov/travel/plan-book/per-diem-rates)

      Mileage Allowance for Personal Vehicle Use: The rates set forth as GSA mileage allowance (https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates)

      ii. **RTD** will reimburse parking, tolls, deliveries, printing, plan reproduction, blue print services and any other expenses directly associated with the Services at actual cost without markup. Contractor must provide appropriate supporting documentation requested by RTD, including but not limited to, detailed receipts. If any of the ODCs described in this paragraph will exceed $500.00, Contractor must receive RTD's written approval prior to incurring such expense. RTD may deny reimbursement of any such ODC expense exceeding $500.00 incurred by Contractor prior to RTD's written approval.

   b. Except as otherwise provided herein, telephone charges, computer costs, CAD machine charges, in-house copying charges, and facsimile charges must be included in overhead and will not be reimbursed as an ODC. Additionally, RTD will not reimburse any of the following types of expenses: alcohol, travel upgrades, fines, memberships, loss of personal property or cash, "no shows," or personal itinerary changes.

   c. No other categories of expenses will be subject to reimbursement as an ODC without the prior written approval of RTD.

B. INVOICING:

1. **INVOICE FORMAT:** RTD shall pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices shall be in a form acceptable to RTD and each invoice must include:

   - Contract Number.
   - Name, classification and labor rate of employee.
   - Description of work performed.
   - Hours worked by employees.
   - Other Direct Costs.
   - Hours worked by subcontractors and other itemized subcontractor costs.
   - Total costs.
   - Percent of schedule and budget expended.

   Contractor shall also furnish such other information, as may be requested by RTD, to substantiate the validity of an invoice.

2. **WAIVER:** Contractor shall be deemed to have waived the right to payment for Services not invoiced within six (6) months of the date the services were performed. For purpose of this provision the date of the invoice shall be the date of receipt by RTD.

3. **INVOICE SUBMITTAL:** Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, word, or excel format.

   Email: RTD-AccountsPayable@SJRTD.com

4. At its sole discretion, RTD may decline to make full payment for any portion of the Services until such time as Contractor has documented, to RTD's satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. RTD's payment in full for any portion of the Services shall not constitute RTD's final acceptance of any or all of Contractor's work. Should RTD contest any portion of an invoice, that portion shall be held for resolution, and the uncontested balance shall be processed for payment. RTD may, at any time, conduct an audit of any and all records kept by Contractor related to the Services performed under this Contract. Any overpayment uncovered in such an audit may be charged against the Contractor future invoices and any retention funds.

C. PROMPT PAYMENT: RTD will pay approved invoices within thirty (30) days after receipt. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within ten (10) days of receipt of payment by RTD for such Services. Contractor must return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT E-2
COMPENSATION, INVOICING, & PAYMENT
(COST PLUS FIXED FEE)

For the satisfactory performance and completion of the Services under this Task Order, RTD will pay Contractor as set forth herein.

A. COMPENSATION: This is a cost plus fixed fee Task Order with a maximum value of $[XX,XXX.00], for which amount Contractor agrees to complete the Services defined in this Task Order. Compensation will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principles contained in Title 48, Code of Federal Regulations, Part 31. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under these Federal cost principles are subject to repayment by Contractor to RTD.

RTD will reimburse the Contractor for the Services on a cost reimbursement basis for direct labor costs, indirect labor costs, subcontractor costs, and other direct costs described below:

1. DIRECT LABOR COSTS: Direct labor costs will be the total number of hours worked by each employee multiplied by the rate for such employee's labor category as set forth in the attached **Exhibit D**, which contains the names and rates for Exempt and Non-Exempt Personnel.

Exempt Personnel: RTD shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates set forth in the attached **Exhibit D**. RTD will not pay premium time for exempt personnel.

Non-Exempt Personnel; Overtime: RTD shall pay for work by non-exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates set forth in the attached **Exhibit D**. Non-exempt personnel will be compensated for overtime work at premium rates in accordance with California law. All premium time must be approved in advance in writing by RTD.

2. DIRECT LABOR RATE ADJUSTMENTS:

a. Contractor may request increases in labor rates. Increases in labor rates may occur only once in a twelve (12) month period per individual. Contractor must make all requests in writing and deliver them to RTD at least thirty (30) days prior to the date the requested new rates are to become effective. RTD will review the request and, at its sole discretion, approve or deny the request in writing. RTD will issue adjustments, if any, prior to the effective date of the new labor rates.

b. Any increase in labor rates approved by RTD will not be more than the annual average of the Consumer Price Index for the San Francisco Bay Area, using the **CPI-U, All Urban Consumers** index type for the twelve (12) month period preceding a new rate. The CPI is as a guideline only, and RTD is not obligated to match or increase this rate.

c. RTD may, in its sole discretion, consider individual exceptions to the above limitations on a case-by-case basis, not to exceed one (1) adjustment per employee per twelve (12) month period, where Contractor can demonstrate that additional compensation is necessary to retain a specific employee that RTD, in its sole discretion, considers to be essential.

3. INDIRECT LABOR COSTS: Indirect labor costs will be calculated as the direct labor costs multiplied by a field or home office provisional overhead rate. Based upon YYYY audited overhead rates, the provisional field office overhead rate at the inception of this Contract is [ ] % and the provisional home office overhead rate at the inception of this Task Order is [ ] %. These rates will be subject to adjustment annually, based on an audit by a recognized independent auditing firm, which shall determine the actual rate for the period in which Services are provided hereunder.

a. Contractor shall submit to RTD the audited overhead rates for Contractor's most recently audited fiscal year within thirty (30) days of Task Order award.

b. Upon RTD's acceptance of the actual rates, any overpayment or underpayment resulting from a variance between the actual and provisional rates must be refunded or credited in total to RTD or paid to Contractor, as applicable.

4. SUBCONTRACTOR COSTS: RTD will reimburse subcontractor costs at actual cost with no markup. Subcontractor costs must be supported by the appropriate documentation for reimbursement requested by RTD.

5. OTHER DIRECT COSTS (ODCS):

d. The following categories of expenses are considered ODCs:

i. **Travel Expenses:** Any travel expense (as described below) must be authorized by RTD in writing prior to Contractor incurring the expense of such travel. RTD may deny reimbursement of any travel expense incurred by Contractor prior to RTD's written approval. If RTD approves of the travel expense, RTD will reimburse the following types of travel expenses related to the performance of Services at the following per-diem or lump sum rates:

Car Rental: $50/day (including all gas and all associated fees)

Flight: The rates set forth as GSA City Pairs Gov't "YCA" Fare (https://cpsearch.fas.gsa.gov/cpsearch/search.do)

Food/Beverage and Hotel: The rates set forth as GSA per diem rates (https://www.gsa.gov/travel/plan-book/per-diem-rates)

Mileage: The rates set forth as GSA mileage allowance (https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates)

ii. RTD will reimburse parking, tolls, deliveries, printing, plan reproduction, and blue print services expenses directly associated with the Services at actual cost without markup. Contractor must provide appropriate supporting documentation requested by RTD, including but not limited to, detailed receipts. If any of the ODCs described in this paragraph will exceed $500.00, Contractor must receive RTD's written approval prior to incurring such expense. RTD may deny reimbursement of any such ODC expense exceeding $500.00 incurred by Contractor prior to RTD's written approval.

e. Except as otherwise provided herein, telephone charges, computer costs, CAD machine charges, in-house copying charges, and facsimile charges must be included in overhead and will not be reimbursed as an ODC. Additionally, RTD will not reimburse any of the following types of expenses: alcohol, travel upgrades, fines, memberships, loss of personal property or cash, "no shows," or personal itinerary changes.

f. No other categories of expenses will be subject to reimbursement as an ODC without the prior written approval of RTD.

Fixed Fee: RTD shall pay Contractor a fixed professional fee of $XX,XXX.00 for performance of the Services. Each invoice submitted by Contractor must include a progress payment of a portion of the fixed fee. The portion of the fixed fee included in each invoice must be determined by multiplying the fixed fee by the percent of total progress reported to RTD for that invoice period, less the total amount of the fixed fee previously invoiced and paid. The percentage of total progress is calculated as follows: (Total costs incurred to date/Maximum Contract value) X 100.

B. INVOICING:

1. **INVOICE FORMAT:** RTD will compensate and reimburse Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. The charges for each individual assigned under this Task Order must be listed separately. Further, invoices must be in a form acceptable to RTD and each invoice must include:

   - Description of the work performed.
   - Hours worked by personnel classification.
   - Rate per personnel classification.
   - ODCs.
   - Hours worked by subcontractor and other itemized subcontractor costs.
   - Fixed fee amount.
   - Total costs.
   - Percent of schedule and budget expended.

   Contractor shall also furnish such other information, as may be requested by RTD, to substantiate the validity of an invoice.

2. **WAIVER:** Contractor will be deemed to have waived the right to payment for Services not invoiced for within six (6) months of the date the Services were performed. For purposes of this provision, the date of the invoice will be the date the invoice is received by RTD.

3. **INVOICE SUBMITTAL:** Contractor shall submit invoices by e-mail to the address listed below. Invoices must be in a PDF, Word, or Excel format.

   Email: RTD-AccountsPayable@SJRTD.com

4. At its sole discretion, RTD may decline to make full payment for any portion of the Services until such time as Contractor has documented, to RTD's satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. RTD's payment in full for any portion of the Services shall not constitute RTD's final acceptance of any or all of Contractor's work. Should RTD contest any portion of an invoice, RTD will hold that portion for resolution, but RTD will process the uncontested balance for payment. RTD may, at any time, conduct an audit of any and all records kept by Contractor for the Services. Any overpayment uncovered in such an audit may be charged against Contractor's future invoices and any retention funds.

D. **PROMPT PAYMENT:** RTD will pay approved invoices within thirty (30) days after receipt. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within ten (10) days of receipt of payment by RTD for such Services. Contractor must return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT E-3

COMPENSATION, INVOICING and PAYMENT
(FIRM-FIXED PRICE)

A. COMPENSATION: This is a firm-fixed price Task Order with a maximum value of $XX,XXX.00, ("Total Compensation Amount"), for which amount Contractor agrees to complete all of the Services defined in this Contract. The Total Compensation Amount includes Contractor's total direct costs, indirect costs, and profit, including all labor, materials, taxes, and other expenses incurred by Contractor in the performance of this Task Order. No additional compensation will be paid without a written amendment to this Task Order.

B. INVOICING: Contractor shall invoice RTD on a monthly basis for partial payments corresponding to the percentage of work actually completed by Contractor.

1. **PROGRESS PAYMENTS:** The percentage of the Services completed shall be documented in a monthly progress report prepared by Contractor. Contractor shall also furnish such other information, as may be requested by RTD, to substantiate the validity of an invoice. At its sole discretion, RTD may decline to make full payment for any portion of the Services until such time as Contractor has documented, to RTD's satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. RTD's payment in full for any portion of the Services shall not constitute RTD's final acceptance of any or all of Contractor's work.

2. **INVOICE FORMAT:** RTD shall pay Contractor on the basis of invoices submitted every month for that portion of the Services performed during the preceding month. Invoices shall be in a form acceptable to RTD and each invoice must include:

   - Contract Number.
   - Description of that portion of the Services performed.
   - Percentage of Services completed.
   - Total costs.

   Contractor shall also furnish such other information, as may be requested by RTD, to substantiate the validity of an invoice.

3. **INVOICE SUBMITTAL:** Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, Word, or Excel format.

   Email: RTD-AccountsPayable@SJRTD.com

4. Should RTD contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. RTD may, at any time, conduct an audit of any and all records kept by Contractor for the Services. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices and any retention funds.

C. PROMPT PAYMENT: RTD will pay approved invoices within thirty (30) days after receipt by RTD. Contractor must pay subcontractors for satisfactory performance of any of the Services

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

performed by subcontractors within ten (10) days of receipt of payment by RTD for such Services. Contractor must return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed.

EXHIBIT F
INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under the Contract, the Contractor and its subcontractors, at its sole cost and expense, prior to commencing work, shall secure and keep in force during the entire term of the Contract or longer, as may be specified below, the following insurance coverage, limits, and endorsements. If the Contractor maintains higher limits than the minimums shown below, RTD requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Under the Contract, the Contractor and its subcontractors are bound to the provisions stated herein.

MINIMUM SCOPE AND LIMIT OF INSURANCE		
	TYPE OF INSURANCE COVERAGES (Coverage shall be at least as broad as those stated below)	**MINIMUM COVERAGE LIMITS (Policies shall contain limits no less than those stated below)**
☒	**Commercial General Liability (CGL)** Insurance Services Office (ISO) Form CG 00 01 12 07 or equivalent covering CGL on an "occurrence" basis, including, but not limited to: Premises Liability; Products-Completed Operations, Contractual Liability; Personal and Advertising injury.	$1,000,000.00 per occurrence If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
☒	**Automobile Liability** ISO Form Number CA 00 01 or equivalent covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9). **Personal Automobile Liability** is acceptable for individual Contractors with no transportation or hauling related activities	$1,000,000.00 per accident for bodily injury and property damage, any auto
☒	**Workers' Compensation (WC) and Employers Liability (EL)** As required by the State of California, with Statutory Limits, and Employer's Liability (EL) Insurance. **Required for all Contractors and subcontractors with employees**	**WC**: Statutory Limits **EL**: $1,000,000.00 per accident for bodily injury or disease
☒	**Professional Liability (Errors and Omissions)**	For legal contracts $5M per claim/$10M Annual Aggregate

	Insurance appropriate to Contractor's profession. Policy should include Cyber Liability insurance including network and internet security liability, privacy liability and media liability coverages for those Contractor's handling or with exposure to RTD's personally identifiable information.	$1,000,000.00 per occurrence or claim $2,000,000.00 annual aggregate
☐	**<u>Employee Dishonesty Insurance</u>** Insurance covering Contractor's officers, agents, and employees, and protection to RTD from theft. *Coverage shall include coverage for Client Property or Third-Party Property coverage depending on the coverage form.*	Coverage in the Amount of fifty thousand ($50,000.00) dollars with respect to any one occurrence. Contractor may provide this coverage through self-insurance.

OTHER INSURANCE PROVISIONS

A. **Additional Insured Endorsements:**
The San Joaquin Regional Transit District (RTD), its Board, the Retirement Board and the individual members thereof, all their officials, agents, employees, volunteers, and representatives thereof, are to be covered as additional insureds to the following policy(ies), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

1. **Commercial General Liability (CGL):** General liability coverage can be provided in the form of an endorsement to the required insurance. For construction projects, it should at least as broad as ISO Form CG 20 38 04 13 for ongoing operations and ISO Form CG 20 37 04 13 for completed operations. For those contracts not including construction work, RTD requires to be added as Additional Insured, but Contractor's insurer may satisfy this requirement through a blanket Additional Insured endorsement.

B. **Other Insurance Provisions:**

1. **PRIMARY COVERAGE:** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects to RTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

2. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage(s) for subcontractors shall be

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

subject to all of the requirements stated herein, to include "Item A, Additional Insured Endorsements", above.

3. **NOTICE OF CANCELLATION:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to RTD. Contractor shall provide thirty (30) days advance written notice to RTD of cancellation by the insurance carrier. Contractor is required to provide RTD with thirty (30) days advance written notice for non-renewal of the coverage and the amount thereof, or reduction in coverage.

4. **WAIVER OF SUBROGATION:** Contractor hereby grants to RTD a waiver of any right to subrogation which any insurer of said Contractor may acquire against RTD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not RTD has received a waiver of subrogation endorsement from the insurer.

5. **DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions must be declared to and approved by RTD. RTD may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **JOINT VENTURES**: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   a. Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies.
   b. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."

7. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Contract with the following exception: Insurance policies and coverage(s) written on a claims-made basis (refer to item 8 below which contains claims made policy provisions). **Lapse(s) in coverage** is not permitted and Contractor is to ensure that a lapse in coverage does not occur.

8. **<u>CLAIMS-MADE POLICIES</u>**
   If any of the required policies provide claims-made coverage:

   a. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Contract work.
   b. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the Contract.***

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

c. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of work.

9. **REDUCTION OR LIMIT OF OBLIGATION:** Pursuant to the provisions of this Contract, insurance affected or procured by the Contractor shall not reduce or limit Contractor's Contractual obligation to indemnify and defend the Indemnified Parties.

10. **INSURER LOCATION:** The insurance carrier(s) providing the required coverage(s) shall be licensed in the state where the Contractor is headquartered.

11. **ACCEPTABILITY OF INSURERS**: (a) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to RTD. Acceptance of Contractor's insurance by RTD shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

12. **INSURANCE SUBMITTAL:** Before commencing operations under this Contract, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to RTD, evidencing that all required insurance coverage is in effect. RTD reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: RTD – Director of Procurement, P.O. Box 201010, Stockton, California 95201. Contractor is responsible for providing updated evidence of coverage to RTD throughout the life of the Contract and in accordance with claims-made basis written policies and coverage(s). Contractor shall ensure that RTD is provided with the most recent Certificates of Insurance and endorsements.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT G
APPROVED SUBCONTRACTOR

[NO-SUBCONTRACTORS]

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT H
TASK ORDER PROCEDURES

1. Organizational Conflicts of Interest

Organizational conflicts of interest, if any, will be assessed at the Task Order (TO) level. Contractors must take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under TOs. It is the Contractor's responsibility to assure that no organizational conflicts of interest exist. Contractors that have a conflict of interest, real or apparent, for work described in a TO will not be allowed to provide services for that TO.

2. TO Proposal Requests

As needs arise, a TO Proposal Request will be issued to Contractors that do not have an organizational conflict of interest. Contractors are responsible for preparing and submitting a TO Technical and Cost Proposal to RTD by the due date specified in the TO Proposal Request.

TO Proposal Request will include a scope of services, time for performance, and the evaluation criteria that will be used to evaluate TO Technical Proposals. The TO Technical Proposal should include all the required information listed in the TO Proposal Request and identify any subcontractors the Contractor intends to use to perform TO.

Contract must submit a DBE Certification Form for the TO.

Contractors must submit a TO Cost Proposal Form in a separately sealed envelope a TO Cost Proposal Form in accordance with the TO Proposal Request requirements. If applicable, labor rates provided in response to a TO Proposal Request shall not deviate from the labor rates provided in response to the RFP.

3. Evaluation and Selection Process

In the event a TO Proposal Request is issued to a pool of pre-qualified Contractors, the following qualifications-based competitive evaluation and selection process will apply:

A. TO Technical Proposal Evaluation

An Evaluation Committee (Committee) will review the TO Technical Proposals submitted and rank them according to the evaluation criteria set forth in the TO Proposal Request. RTD reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Contractors regarding their proposals. In ranking proposals, the Committee will consider the TO Technical Proposal submitted, oral interviews (if any are held), and any other relevant information about a given Contractors (e.g. references). RTD will not assume that Contractors possesses any capability unless such a capability is established by the TO Technical Proposal submitted.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

TO Cost Proposal Forms will not be included as a criterion for ranking of Contractor(s).

B. TO Interviews

Following the initial review and screening of technical TO proposals, one or more Contractors may be invited to participate in an oral interview. If RTD conducts interviews, it will do so with those Contractors found to be within the "competitive range" for the TO. Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the TO requirements. RTD expects that at a minimum the proposed Project Manager will attend the interview; other Key Personnel may also attend. RTD may award a TO without conducting interviews.

C. Revised TO Proposals and Negotiations

RTD reserve the right to negotiate with the most qualified highest-ranked firm, request revised proposals, or request best and final offers if it is in the best interest of RTD to do so. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the "competitive range", in accordance with the evaluation criteria specified in the TO Proposal Request.

RTD will open the cost proposal from the top-ranked firm only and it may accept the proposal or negotiate the terms specific to the TO.

If negotiations are unsuccessful with the top-ranked firm, RTD will terminate the negotiations with that firm and may open negotiations with the next-highest ranked firm. If negotiations with this firm are also not successful, RTD may repeat the negotiations process with the next highest-ranked firm or, at its sole discretion, RTD may reject all remaining proposals.

4. TO Issuance

RTD will issue a TO the Contractor selected as a result of the evaluation process described above. TOs are subject to all the terms and conditions in the TO and the Contract.

5. TO Amendments

Any addition to, reduction of, and/or other revision of scope to a TO that is approved by RTD requires a TO Amendment. Performance of work related to additional scope by the Contractor prior to authorization to perform such work by RTD is understood to be at-risk and is not subject to reimbursement to the Contractor.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT H
SAMPLE TASK ORDER

The Contractor hereby agrees to perform the Services authorized herein in accordance with all the terms and conditions of the Contract referenced below. The Contractor shall furnish the necessary professional and technical personnel and materials required to complete this work. All Services under this Task Order must be completed by the Time of Performance date specified below.

Contract No. _____ Task Order No. _____

Contractor: Requisition No. _____

Term: Effective _____ and continue in effect through _____

Compensation Type

- Time & Materials (T&M)
- Cost Plus Fixed Fee (CPFF)
- Firm Fixed Price (FFP)

Task Order value: $ _____

Contract value available to authorize this Task Order $ _____

Scope of Services: *attached*
Key Personnel: *attached*
Subcontractors: *attached*
Time of Performance:

Approved by:

RTD:

Date Executed:

_____

By: _____
ALEX CLIFFORD
Chief Executive Officer

CONTRACTOR:

Date Executed:

_____

By: _____
NAME
Title

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

EXHIBIT I
LABOR CODE REQUIREMENTS

1. CALIFORNIA PREVAILING WAGE LAW

Work performed under this Contract may be a "public work" as defined in Section 1720 through 1720.6 of the California Labor Code ("Labor Code") and those portions of work are subject to the requirements of Labor Code Section 1720 *et seq.* requiring the payment of prevailing wages and compliance with other applicable requirements ("Public Work"). Contractors and subcontractors of all tiers who perform Public Work under this Contract are required to comply with these requirements.

2. FEDERAL PREVAILING WAGE LAW

This Contract is federally funded, and work performed under this Contract may be subject to federal prevailing wage requirements. When both Federal and California Prevailing Wage Laws apply to the Contract, the Contractor and any subcontractor shall pay their workers the higher of the two prevailing wage rates. To the extent that contract provisions required by Federal and State law are inconsistent, the Contractor is responsible for complying with the more comprehensive or stricter requirements. Applicable Federal prevailing wage rate determinations will be provided to Contractor with the particular Task Order.

3. DIR REGISTRATION

Contractor and subcontractors of all tiers used for the Contract must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, as prescribed by regulation. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, on a monthly basis and in a format prescribed by the Labor Commissioner.

4. APPLICABLE RATES

In the performance of Public Work under this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

A. Hours of Labor

Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to RTD, $25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815. In addition, contractor/subcontractor may be required to pay overtime as provided in a collective bargaining agreement adopted by the DIR Director. (See California Code of Regulations, Title 8, sections 16100(c)(6), 16200(a)(3)(F) and applicable prevailing wage determinations.)

B. Prevailing Wages

Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to RTD an amount as determined by the Labor Commissioner not to exceed $200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor or subcontractor. Pursuant to the provisions of Section 1773 of the Labor Code, RTD has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at RTD and are available for review upon request. Pursuant to Section 1773.2 of the Labor Code, the Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

C. Contractor and subcontractors are subject to the provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Labor Code Section 1777.5.

5. **APPRENTICES**: In the performance of Public Work under this Contract, Contractor is responsible for compliance with Labor Code Section 1777.5, 1777.6, and 1777.7 pertaining to the employment of registered apprentices.

6. **CERTIFIED PAYROLLS**: In the performance of Public Work under this Contract, Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its subcontractors.

A. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

ii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to RTD, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

iii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either RTD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

C. Contractor and each subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or RTD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.

F. The Contractor shall inform RTD of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

G. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or RTD, forfeit One-Hundred Dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

H. The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

7. **FLOW DOWN**

Contractor will incorporate into every lower-tier subcontract and purchase order these instructions where labor compliance documentation is required.

8. **LABOR NON-DISCRIMINATION**

Attention is directed to Labor Code Section 1735 which provides that Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

9. **FAILURE TO COMPLY**

RTD or the DIR may impose penalties upon Contractor and subcontractors of any tier for failure to comply with prevailing wage requirements. This Contract is subject to compliance monitoring and enforcement by the DIR.

10. **TRENCH SAFETY**

Excavation for any trench 5 feet or more in depth will not begin until the Contractor has received approval from RTD, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan must be submitted at least 5 days before the Contractor intends to begin excavation for the trench and must show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan will allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan must be prepared and signed by an engineer who is registered as a Civil or

DocuSign Envelope ID: DEE596FC-7A4D-4EB3-95BD-777FE446F0AD

Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

11. **PAYMENT OF WORKERS COMPENSATION**

Pursuant to the requirements of Section 1860 of the California Labor Code, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

By signing this Contract, Contractor certifies the following:
"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. **PROHIBITION AGAINST CONTRACTING WITH DEBARRED SUBCONTRACTORS**

Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

13. **ENVIRONMENTAL AND SAFETY AND HEALTH STANDARDS**
Contractor must comply with applicable environmental statutes, regulations, and guidelines in performing the Work under this Contract. Contractor must also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the Work under this Contract, including without limitation Section 6500 of the Labor Code.

Attachment B
Cover Page

RESOLUTION NO. ____
DATED: AUGUST 19, 2022

RESOLUTION AUTHORIZING THE CEO TO EXECUTE A CONTRACT WITH PENNINO MANAGEMENT GROUP FOR AN ON-CALL PROJECT MANAGEMENT SERVICES FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $500,000 FOR A FIVE-YEAR BASE TERM AND A ONE-YEAR OPTION

WHEREAS, San Joaquin Regional Transit District (RTD) intends to start several projects over the next five years such as the hydrogen bus pilot program, bus wash blower system, and additional energy saving initiatives; and

WHEREAS, RTD issued the Request for Proposal (RFP) for an On-Call Project Management Services and outreached to 466 potential proposers and builder's exchanges, but only 44 downloaded the RFP and only one submitted a successful RFP; and

WHEREAS, These services align with RTD's Strategic Plan to provide financial health and operation excellence.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District, as follows:

1) That a contract be, and hereby is, awarded to Pennino Management Group for on-call project management services for a total contract amount not to exceed $500,000.

2) That the Chair of the Board and the CEO be, and they hereby are authorized and directed to finalize and execute the contract with Pennino Management Group for the on-call project management services or for a total contract amount not to exceed $500,000.

3) That the Chair of the Board and the CEO, acting separately, are hereby authorized and directed to execute such other agreements and amendments to this agreement, and to take such other actions as may be necessary or appropriate to carry out the intent and purpose of this resolution.

LEAD STAFF: THOMAS MLADY, SAFETY AND SECURITY MANAGER

I. RECOMMENDED ACTION:

Approve updates to the Business Continuity Plan

II. SUMMARY:

- Updates have been made to job functions, position titles, and responsibilities
- Commits RTD to a sustainable model that includes business continuity
- Helps to limit financial losses to RTD during interruptions of service
- There are no current alternatives to consider

III. DISCUSSION/BACKGROUND

RTD recognizes that disasters and emergencies can disrupt, paralyze, or destroy its capabilities to perform essential agency functions (EAFs) and has updated the Business Continuity Plan in accordance with California Department of Transportation's "Emergency Planning Guidance" and American Public Transportation Association's "Standard for Continuity of Operations Plan for Transit Agencies." As a stated core value, RTD commits to a sustainable business model that includes environmental and fiscal responsibility, business continuity, and succession planning.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with all the Board's Strategic Priorities below.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

The Business Continuity Plan helps to reduce financial losses to RTD because of service interruption caused by an emergency or disaster. The Business Continuity Plan is designed to restore operating capacity within 12 hours of activation and maintain sustained operation for up to 30 days.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

There are no alternatives to the Business Continuity Plan. Although this is not a regulatory requirement, RTD has developed the BCP to ensure prompt and proper reaction to service disruptions and addresses the following:

- Identification of key business processes
- Identification and evaluation of both interim and long-term recovery strategies
- Identification and documentation of recovery teams and personnel
- Identification and development of resource requirements including supplies and equipment
- Identification and documentation of business recovery procedures including those related to the following:
- IT and telecommunications
- Recovery procedures training
- Plan testing and maintenance
- Identification of critical business forms and supplies
- Detailed backup restoration procedures for all key functions

VIII. ATTACHMENTS

Attachment A: Business Continuity Plan
Attachment B: Resolution

Prepared by: Thomas Mlady, Safety and Security Manager

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

Business Continuity Plan

San Joaquin Regional Transit District

(This page intentionally left blank)

Document Management Information	
Document Author:	Risk Administrator
Area of application:	All of RTD
Document location:	SharePoint/Plan
Original issue date:	7/23/2020

Revisions

Rev. No.	Date	Description
001	7/5/2022	Updates to job functions, responsibilities, and position titles.
002		

Recurring Action Items	Responsibility	Frequency
1. Review state and benchmarking guidance, changes in workplace practices, and other factors to update document.	Safety and Security Manager	Annually or as needed
2. Review and update with input from Continuity Team after every continuity event or exercise.	Safety and Security Manager	Annually or as needed
3. Review and modify this plan as lessons are learned and new information is gained.	Safety and Security Manager	As needed

Approval Signature

Chief Executive Officer (CEO)	Date

Business Continuity Plan
San Joaquin Regional Transit District

1. Introduction 6
2. Purpose 6
3. Scope and Applicability 6
4. Objectives 7
5. Identification of Essential Agency Functions 7
6. Responsibilities 9
7. Delegation of Authority and Order of Succession 10
8. Business Continuity Plan Activation 11
   - Potential Scenarios and EAFs Affected 11
   - Plan Activation 13
   - Plan Activation Decision Matrix 13
   - Tasks Associated with Activation 14
9. Alternate Continuity Facility 15
10. Communications Systems 17
11. Employee/Human Capital 18
12. Vital/Essential Records, Databases, and Systems 19
13. Additional Resource Requirements 20
   - Emergency Procurement 21
14. Notification and Contact Lists 21
15. Reconstitution 21
   - Long-Term Recovery 22
16. Training, Testing, and Exercising 23
   - Exercises 23
17. Program Maintenance and Improvement 24

(This page intentionally left blank)

1. Introduction

As a stated core value, San Joaquin Regional Transit District (RTD) commits to a sustainable business model that includes environmental and fiscal responsibility, business continuity, resiliency, and succession planning.

Recognizing that disasters and emergencies can disrupt, paralyze, or destroy its capabilities to perform essential agency functions (EAFs), RTD has developed the Business Continuity Plan (BCP) in accordance with California Department of Transportation's "Emergency Planning Guidance" and American Public Transportation Association's "Standard for Continuity of Operations Plan for Transit Agencies."

This plan aims to ensure prompt and proper reaction to potential service disruption by outlining the activities required to maintain EAFs (i.e., identification and documentation of key business practices, short and long-term recovery strategies, recovery teams and staff, and procedures for maintaining EAFs).

By identifying EAFs, alternate continuity facilities, alternate communication and data support systems, and outlining procedures associated with EAFs, the BCP will also be reinforced by comprehensive training (i.e., with a focus on recovery procedures training), orientation, and exercise programs.

2. Purpose

The purpose of the BCP is to enable RTD to provide essential functions following a significant emergency event that limits or restricts the availability of staff, facilities, or technical systems. The plan clarifies leadership responsibilities and provides guidance for specific emergencies affecting RTD's operations. Focusing on the recovery and restoration aspect of emergency management, the BCP describes how RTD will sustain EAFs during and after a disruption in operations whether caused by severe weather, other natural or man-made disasters, or malevolent attacks.

3. Scope and Applicability

RTD performed a threat and hazard identification assessment to more thoroughly understand the risks associated with the emergencies. For the purposes of this plan, the threats and hazards most likely to affect RTD operations are: flood, fire, power outage (including high winds and cyber security events), and earthquake. This plan limits its scope to address these four factors. RTD's implementation of the BCP supports employees, contractors, emergency responders, local and regional emergency management agencies, and the general public during emergencies.

The BCP is a specific component of RTD's overall emergency operations management; while the Emergency Action Protocol outlines how RTD handles the actual event, the BCP focuses on the recovery and restoration aspects of emergency management. Specifically, the scope and applicability of the plan is as follows:

- Restores operating capacity no later than 12 hours after activation.
- Maintains sustained operations for up to 30 days or until termination of the event.
- Applies to all RTD departments, divisions, units, contractors, and employees.
- Can be activated during duty or non-duty hours, with or without warning.
- Covers all facilities, systems, vehicles, and buildings operated or maintained by RTD.

This plan may be shared with local emergency response and management agencies, designated emergency coordination officers, county emergency management directors, emergency management planners, and other interested parties.

4. Objectives

To enable RTD to preserve and reconstitute its capability to function effectively if a disaster or emergency disrupts operations of one or more of its facilities, this plan specifically addresses the following:

- Facilitate decision-making during an emergency.
- Achieve an orderly recovery from emergency operations.
- Delegation of authority for Chief Executive Officer.

5. Identification of Essential Agency Functions

When confronted with the above identified emergency events, RTD remains committed to sustaining transit services. EAFs are the functions that support the restoration of operations, minimize legal exposure, protect life and property, and ensure the well-being of the public. In the transportation environment, emergencies may occur both with and without warning which may result in the loss of use and/or lack of access to the following:

- Facilities or vehicles
- Power
- Telecommunications
- Senior management or technical staff
- Information technology systems

During the activation of the BCP, all other activities may be suspended to enable RTD to concentrate on providing EAFs and building the internal capabilities necessary to increase and eventually restore operations.

After performing a business impact analysis, RTD has identified the following as EAFs for continuity of operations. Included in the list below are the departments responsible for the

function, supporting documents that outline EAF responses during the emergency, and supporting reference documents that provide additional guidance:

	EAF	DEPARTMENT RESPONSIBLE	EAF-RESPONSE DOCUMENT	REFERENCE DOCUMENTS
1.	Bus operations and dispatching	Transportation, IT	• Bus Operations and Dispatching Work Instruction	• Service Design Procedure
2.	Fuel/power delivery	Maintenance, Facilities, Procurement	• Fuel and Power Delivery Protocol	• Vehicle Maintenance Plan • Facilities Maintenance Plan • Utility and Bus Servicing and Cleaning Work Instructions
3.	Providing necessary communications (e.g., internet, radio, and access to relevant IT systems)	IT, Transportation HR	• IT and Telecommunications Work Instruction • Telework Protocol	• Use of Technology Policy
4.	Providing public information	Marketing, IT		• Emergency Communication Plan
5.	Providing adequate vehicle and facility maintenance (including passenger amenities)	Maintenance, Facilities		• Vehicle Maintenance Plan • Facilities Maintenance Plan
6.	Maintaining safety and security of employees and passengers	Safety and Security Manager	• Emergency Action Protocol • Emergency Response Guide	• Agency Safety Plan • Collision and Incident Investigation Plan • Illness and Injury Prevention Plan
7.	Providing for employee needs (i.e., payroll)	Finance, HR	• Emergency Payroll Processing Work Instruction	
8.	Providing delegation of authority when senior executive, management, or technical staff suddenly becomes unavailable	Senior Executive and Management		
9.	Protecting vital records and other assets	IT		• Records Retention and Destruction Policy

For each identified EAF, the department(s) responsible shall provide a protocol, procedure, work instruction, or task/checklists describing the actions necessary to recover and sustain the function (EAF instructions) as follows:

- Outline the process for restoring operating capacity no later than 12 hours after activation and maintaining sustained operations for up to 30 days (or until termination of the event).
- List EAF employees (by title) and include delegation of authority to specific staff in the EAF instructions.

6. Responsibilities

All employees who are involved in plan activation and sustaining EAFs (as outlined in the EAF instructions) are considered EAF employees. The chart below depicts the teams and their respective roles and responsibilities during normal operations and plan activation:

Team	Responsibilities During Normal Operations	Responsibilities During Activation
CEO and Senior Executive Team	• No EAF-specific role during normal operations	• Make decision to fully or partially activate the plan. • Set priorities for RTD during an event. • Provide strategic communications using social media and other relevant outlets. • Leverage assistance and remove unanticipated obstacles for Management Team to carry out EAFs. • Provide outreach to Board of Directors and oversight of timely messaging to employees.
Management Team	• Ensure vital records are stored electronically and/or as hard copy and are accessible during the event. • Train new employees on EAF protocols, procedures, or work instructions and their roles.	• Leads the performance of EAFs to ensure continuation of operations no later than 12 hours after emergency. • Coordinates with Safety and Security Committee to synchronize operations and successfully bring services and systems up using alternative continuity facility, back-up systems, mobilized resources, etc. • Ensures EAF protocols, procedures, and work instructions are put in place during plan activation. • Reports functional status of EAFs to RTD's Safety and Security Manager, who reports to the Senior Executive Team.
Safety and Security Committee	• Ensures continuity facilities readiness. • Coordinates review and updates supporting documents associated with BCP.	• Arrives first at the continuity facility during plan activation to prepare for other teams to arrive. • Ensures implementation of EAF protocols, procedures, or work instructions.

	• Ensures new employees are trained in BCP and preparedness response. • Supports plan exercises in coordination with department managers to ensure readiness for plan activation.	• Assigns security officers and contracted law enforcement to critical areas to help maintain safe and secure environments for employees and the riding public. • Identifies and monitors safety, property loss, and insurance issues as related to disaster response activities.
Facilities	• No EAF-specific role during normal operations	• Performs initial damage assessment to RTD facilities. • Salvages, restores, and recovers the primary operating facility or alternate operating facility if the primary facility is untenable.
IT	• Ensures proper operation of communication devices such as phone, internet, radio • Continuous monitoring of cyber threats	• If lost, re-establishes communication systems and other pertinent IT systems to ensure communication. • Protect vital records and assets from loss of compromise.
Marketing	• No EAF-specific role during normal operations	• Provide information to the public on all available platforms to update availability, delays, and closures of service. • Monitor internet, television, and radio for emergency-related updates. • Coordinate with Public Information Officer regarding communication with the media.

Continuity Team and Members

- **Senior Executive Team**: CEO, Chief Operating Officer (COO), Chief Financial Officer (CFO), Chief Administration and Innovation Officer (CAIO)

- **Management Team**: Director of Financial Planning; Finance Manager; Grants Manager; Procurement Supervisor; Facilities Superintendent; Maintenance Superintendent; Planning and Service Development Manager; Transportation Superintendent; Mobility Manager; HR Manager; HR Administrator – Benefits; HR Administrator – Employee Relations; Safety and Security Manager; Safety and Security Administrator; Marketing and Customer Engagement Supervisor; Project Controls Manager

- **Safety and Security Committee**: Transportation Superintendent; Mobility Manager; Maintenance Superintendent; Facilities Superintendent; Safety and Security Manager; HR Manager; Six frontline employees

7. Delegation of Authority and Order of Succession

In the event that the CEO is unavailable during an emergency or rendered incapable of fulfilling his duty, RTD has identified the following interim successors to ensure there is no lapse in decision-making authority:

Position	Designated Successors
CEO	1. COO
	2. CFO
	3. CAIO

When the CEO or their acting successor becomes unreachable or incapable of performing their duties, the next successor in line will assume those responsibilities and notify the other internal and external stakeholders of the substitution. Department delegation of authority related to specific EAFs are identified within the specific protocol, procedures, and work instructions.

The Board of Directors has the ultimate authority to revoke the designated successor as assigned above.

8. Business Continuity Plan Activation

Based on the type and severity of the emergency, the plan may be activated by one of the following methods:

1. The state governor, county executive or county commissioner, local mayor, city mayor, or city administrator may declare a state of emergency which may require RTD to respond with activating the plan.
2. The CEO (or a designated successor) may initiate plan activation based on emergencies or threats directly or indirectly affecting RTD's operations.

In the event of full or partial activation of the plan, the teams identified above have been established to manage and perform EAFs. Depending on the scope and severity of the emergency, all non-essential functions may be suspended based on the CEO's guidance until the reconstitution phase.

Potential Scenarios and EAFs Affected

RTD has identified the following scenarios to be the most likely to impact EAF and trigger plan activation:

- *Administrative facility alone*
  RTD's Downtown Transit Center (DTC)—its administrative facility—alone is affected and is closed for normal business activities, but the cause of the disruption has not affected surrounding maintenance facilities or the transportation network.

  This type of event could significantly impact RTD's administrative and information system capabilities. Senior management, technical, and supporting staff working at the facility may be lost, injured, or not accounted for.

  EAF potentially affected:
  3. Providing necessary communications

4. Providing public information
6. Maintaining safety and security of employees and passengers
7. Providing for employee needs
8. Providing delegation of authority when senior executive, management, or technical staff suddenly becomes unavailable
9. Protecting vital records and other assets

- *Administrative facility and surrounding area*
  The DTC and its surrounding area are affected and closed for normal business activities because of one of the following: widespread utility failure, severe earthquake, or credible threats of action that would preclude access or use of the administrative facility and surrounding areas.

  There could be uncertainty regarding whether additional events (such as secondary explosions, aftershocks, or cascading utility failures) could occur. During this type of event, RTD's primary facilities and the immediate area surrounding them are inaccessible.

  EAF potentially affected:
  3. Providing necessary communications
  4. Providing public information
  6. Maintaining safety and security of employees and passengers
  7. Providing for employee needs
  8. Providing delegation of authority when senior executive, management, or technical staff suddenly becomes unavailable
  9. Protecting vital records and other assets

- *Operations and maintenance facility alone*
  The DTC is left unharmed, but the operations and maintenance facility, Regional Transportation Center (RTC), is inoperable, or County Transportation Center (CTC). This may include vehicle storage and maintenance facility, dispatch control centers, and other systems used by RTD. This type of event could be the result of a natural disaster or other such events.

  EAF potentially affected:
  1. Bus operations and dispatching
  2. Fuel and power delivery
  3. Providing necessary communications
  4. Providing public information
  5. Providing adequate vehicle and facility maintenance
  7. Providing for employee needs
  8. Providing delegation of authority when senior executive, management, or technical staff suddenly becomes unavailable
  9. Protecting vital records and other assets

- *Local/regional area affected*
  RTD's service area would be inaccessible for normal business activities because of a major disaster (e.g., earthquake), whether or not RTD's facilities are immediately affected. In this scenario, RTD's facilities may or may not be functional but cannot be used because of the nature of the emergency.

  EAF potentially affected:
  1. Bus operations and dispatching
  2. Fuel and power delivery
  3. Providing necessary communications
  4. Providing public information
  5. Providing adequate vehicle and facility maintenance
  7. Providing for employee needs
  8. Providing delegation of authority when senior executive, management, or technical staff suddenly becomes unavailable
  9. Protecting vital records and other assets

Plan Activation

Guided by the above mentioned scenarios, RTD's CEO may partially or fully activate the plan and suspend non-essential functions as necessary. Plan activation may be flexible and scalable responses to a variety of hazards and threats that might disrupt operations and will not be required for all emergencies or disruptions. The process for activating the BCP has three basic steps:

1. The CEO (or designated executive) is aware or is notified of a disruption to normal operations is planned, is anticipated, or has occurred.
2. The CEO (or designated executive) evaluates the level of disruption anticipated by the emergency (using the decision matrix outlined below) along with its potential, anticipated, or known effects on operations and decides whether to activate the plan.
3. The CEO (or designated executive) initiates the process to inform all employees of the situation and the actions they should take.

Plan Activation Decision Matrix

Along with the identified planning scenarios, the disruption level chart below outlines the potential impact of disruption and may be helpful in determining which specific EAF protocols, procedures, and work instructions (if any) need to be activated:

Level of Disruption	Impact on EAF and BCP Decision
1	**Impact:** Disruption of up to 12 hours, with little effect on services or impact to essential agency functions or critical systems.
	Example: Planned power outage
	Decision: No plan activation required or limited activation (if necessary).

2	**Impact:** Disruption of 12 to 72 hours, with minor impact on essential agency functions.
	Example: Computer virus, small fire, or moderate flooding.
	Decision: Limited activation, depending on RTD's requirements for EAFs.
3	**Impact:** Disruption to one or two EAFs or to a vital system for no more than three days.
	Example: Power outage (unknown length of time).
	Decision: May require partial plan activation and moving certain employees to the alternate continuity facility or an alternate location in the primary facility for less than a week.
4	**Impact:** Disruption to multiple EAFs or to RTD as a whole with the potential impact lasting more than three days but less than two weeks.
	Example: Major telecommunications failure or major power outage.
	Decision: May require partial plan activation and moving certain employees to the alternate continuity facility or an alternate location in the primary facility for more than a week and until reconstitution.
5	**Impact:** Disruption over all of RTD with potential impact lasting at least two weeks or longer.
	Example: Major fire, flooding, or earthquake.
	Decision: Plan activation. May require activation of orders of succession for some key staff. May require movement of many, if not all, EAFs to an alternate continuity facility for more than two weeks or longer. Staff not supporting EAFs may be instructed not to report to work or be reassigned to other activities.

Tasks Associated with Activation

Below is the alert/notification checklist that may help in the relocation of EAFs to the alternate continuity location. The checklist may guide plan activation and may also be used to ensure all steps have been taken.

	Task
1*	Safety and Security Manager receives notification of emergency then communicates emergency to Management Team and Safety and Security Committee.
2*	Safety and Security Manager initiates facility-specific *Operations Evacuation Work Instruction* as appropriate; Management Team and Safety and Security Committee supports evacuation efforts.
3*	Safety and Security Manager accounts for all staff by receiving final headcount from Area Captains (see EAP).
4*	Safety and Security Manager contacts emergency responders if necessary (Fire, Police, EMS)
6*	Supervisors responsible contact facilities to shut down utilities to limit further damage according to the *Emergency Action Protocol*.

7*	Management Team and Safety and Security Committee direct and assist emergency staff as required. ** Task 1–7 (responding to the incident) is covered in detail under the Emergency Action Protocol*
8	Safety and Security Manager notifies CEO and/or Senior Executive Team—who then may initiate BCP, as necessary. * If necessary, invokes Orders of Succession (Senior Executive Team).
9	Facilities Superintendent evaluates the safety of the selected alternate continuity facility.
10	Safety and Security Manager notifies Continuity Team and all staff.
11	CEO convenes Senior Executive Team at alternate continuity facility and initiates the following: • Establishes overall operational objectives and decides which EAFs are compromised • Activates appropriate EAF protocols, procedures, or work instructions to ensure continuity of operations. • Identifies critical staffing and resources requirements to maintain EAF. • Identifies communication equipment concerns. • Determines messaging appropriate for communication to the public and employees.
12	Senior Executive Team assembles supporting staffing and resources required (including documents) for performing EAFs at alternate continuity facility location.
13	Management Team notifies all support agencies (e.g., FTA) and critical contacts (e.g., vendors) of the activation.
14	Management Team prepares communications and other necessary equipment for relocation.
15	Management Team takes appropriate preventive measures to protect other communications and equipment that will not be relocated.
16	IT makes computer connectivity and phone line transfers to alternate continuity facility.
17	Continuity Team moves to alternate continuity facility; Facilities Department assists in relocation.
18	Management Team notifies remaining staff and appropriate agencies of relocation to alternate continuity facility.
19	Management Team will develop and deliver status report to Safety and Security Manager.
20	Safety and Security Manager communicates information as appropriate to CEO and Senior Executive Team.

Activation phase ends when the EAFs are being conducted at alternate continuity facility.

9. Alternate Continuity Facility

Listed below are RTD's facilities and options for continuing EAFs in alternate facilities in an event that disrupts normal operations:

Downtown Transit Center (DTC) – 421 E. Weber Avenue, Stockton, CA
RTD's main administrative facility, the DTC is a two-story, approximately 26,975 square feet, stucco mixed, non-combustible building constructed in 2006. The building has a fire/intrusion alarm system and a fire suppression system.

Potential risks: flood is more probable at this location due to the close proximity of the San Joaquin River and Deep-Water Channel (less than 0.3 miles). Dating back to 1980, sixteen separate events caused levee, agriculture, commercial, and real estate damages.

The closest fire station is located at 110 E. Sonora Street, approximately 0.8 miles away.

If this facility were to be impacted by an emergency, the alternate administrative continuity facility would be the RTC, which already has in place interoperable communication and data support systems.

Regional Transportation Center (RTC) – 2849 E. Myrtle Street, Stockton CA
RTD's main operations and maintenance facility, the RTC is a concrete-block, mixed non-combustible building constructed in 2015 and is approximately 98,940 in square feet. It also contains a 37,370 fuel/wash/tire building. The building has a fire/intrusion alarm system and a fire suppression system.

Potential risks: fire is more probable at this location due to drought-wrought dry vegetation and a lack of weed abatement by Caltrans on the Highway 4 freeway. In addition, train tracks located directly north of the RTC's fuel island could potentially catch on fire from derailment. In addition, these trains often carry highly flammable materials. RTC is located in an industrial area and is surrounded by businesses with high risk for fires (e.g., roofing/tarring, Kent's Oil Service, waste transfer facility).

The closest fire station is located at 4010 E. Main Street, approximately 1.5 miles away.

If this facility were to be impacted by an emergency, the alternate continuity facility would be split for bus maintenance and storage to one location (CTC or another designated location) and the bus operation and dispatch to another (DTC). The DTC already has interoperable communication and data support systems in place.

County Transportation Center (CTC) – 120 N. Filbert Street, Stockton, CA
RTD's contractor facility for operations and maintenance, the CTC is a concrete, tilt-up shell that was built in the early 1960s and is approximately 68,600 in square feet. The building has a fire alarm system and a fire suppression system.

Potential risks: fire is more probable at this location due to drought-wrought dry vegetation and a lack of weed abatement by Caltrans on the Highway 4 freeway. In addition, train tracks directly north of the CTC could catch on fire from a train and lack of weed abatement. CTC is located in an industrial area and is surrounded by businesses with high risk for fires (e.g., roofing/tarring, Kent's Oil Service, waste transfer facility).

The closest fire station is located at 4010 E. Main Street, approximately 1.5 miles away.

If this facility were affected, the alternate continuity facility would be the RTC or another designated location.

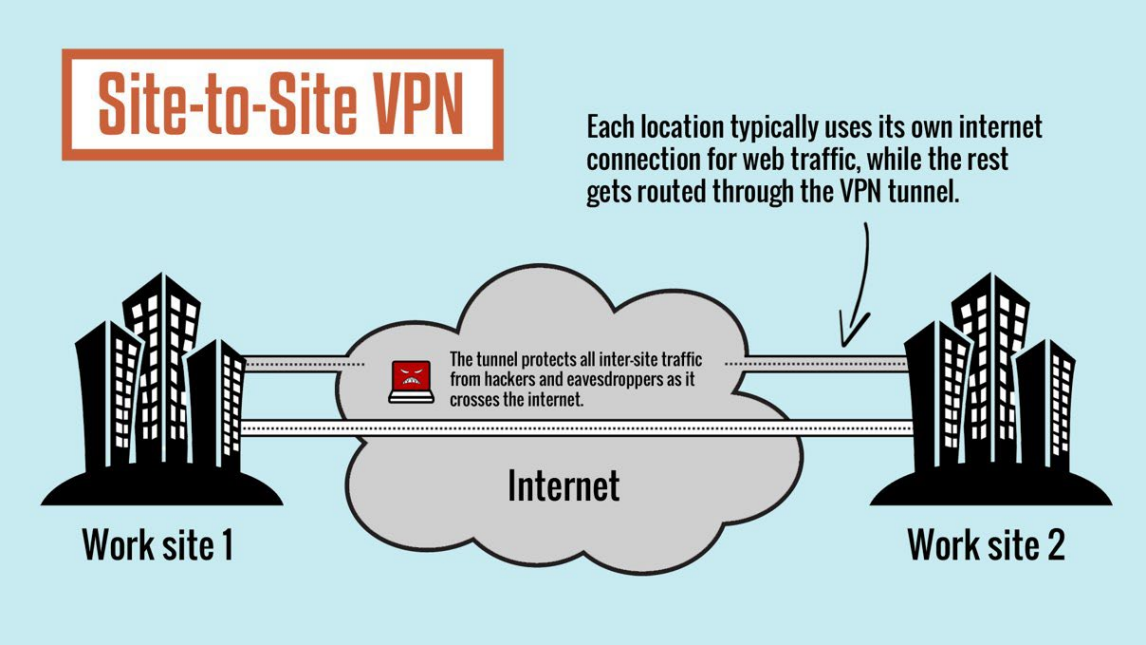
** Because the RTC and CTC are located in proximity to the other, certain emergencies that affect the area could likely impact both facilities. Because each facility is on a different power grid, power outages may not affect both facilities equally.*

10. Communications Systems

To ensure communications and maintain EAFs during an emergency, RTD has implemented preventive controls for each means of communication. RTD's IT department uses multiple layers and solutions to protect and recover its data. In addition, they have put in place best practices to minimize the impact of ransomware and the foundation necessary to help RTD to be better prepared to recover from a disaster or emergency situation.

Controls put in place are as follows:

- All files and folders on RTD's shared servers are backed up daily on primary and remote locations. Cloud storage is also an essential tool for data recovery.
- The primary data recovery site in Stockton is located at the San Joaquin County Administration building.
- A secondary stand-by data recovery site is located at San Mateo Transit District (SAMTRANS) in San Carlos, CA



In addition to internet access, laptops, and mobile phones that would be required for all EAFs, the following communication systems are required:

	EAF	COMMUNICATION SYSTEM REQUIRED TO SUPPORT EAF
1.	Bus operations and dispatching	Trapeze, TransitMaster, TransTrack, Mobile Data Terminals (MDT).
2.	Fuel/power delivery	n/a
3.	Providing necessary communications (e.g., internet, radio, and access to relevant IT systems)	Trapeze, TransitMaster, TransTrack, Mobile Data Terminals (MDT), Spear, SugarCRM, Kronos.
4.	Providing public information *(See Emergency Communications Plan)*	n/a
5.	Providing adequate vehicle and facility maintenance (including passenger amenities)	Spear, SugarCRM
6.	Maintaining safety and security of employees and passengers	TransTrack, SugarCRM
7.	Providing for employee needs (i.e., payroll)	Kronos, Trapeze
8.	Providing delegation of authority when senior executive/management or technical staff suddenly becomes unavailable	n/a
9.	Protect vital records and other assets	Trapeze, TransitMaster, TransTrack, Mobile Data Terminals (MDT).

The IT department's EAF instructions will provide specifics as to how the above communication systems required to support all EAFs will be made available during plan activation.

11. Employee/Human Capital

"All public employees and all registered volunteers of jurisdiction having an accredited disaster council," per the Government Code, Title I, Division 4, Chapter 8, and Labor Code, Part I, Division 4, Chapters 1 and 10, are considered Disaster Service Workers (DSWs) and may become essential staff during plan activation.

After securing the safety of their home and families, RTD employees are DSWs and should be prepared to report back to work to assist in disaster-related events if and when notified by their immediate supervisor/manager. During plan activation, DSWs are vital to RTD's continuous operations. As DSWs, employees may be needed to support their department or be called upon to support another department. At the manager or supervisor's discretion, employees will be deployed in the most appropriate position to support EAFs. While all employees are DSWs who

will be called upon to support RTD's functions, not all DSWs are EAF employees as outlined in the specific EAF instructions.

Because the impact of employee involvement in emergency incidents can include post-traumatic stress syndrome and even physical and psychological injury, RTD's management team will support affected employees in any way possible. In addition, RTD's Human Resources department will ensure that employees impacted by the event will have access to crisis counseling through resources provided by the Employee Assistance Program.

Employees who have prepared their families to be self-sufficient during emergency events are more likely and more prepared to assist RTD in supporting its EAFs. To provide employees with resources necessary in preparing their families for emergencies, Safety and Security and Human Resources departments will periodically share emergency preparedness information. Other useful resources to assist employees to prepare for emergencies include www.sjready.org, www.ready.org, and www.redcross.org.

Human Resources has compiled the following operating procedures and resources to address the productivity and availability of staff:

- Telework (Work from Home) Protocol
- Determinations of pay during service reductions
- Other flexible work assignments
- Overtime considerations
- Memorandum of Understanding (MOU) with local union to ensure represented staff considerations are enumerated
- Compliance with any federal relief provisions

12. Vital/Essential Records, Databases, and Systems

For the protection, accessibility, and recovery of RTD's vital records, systems, and equipment, the following are the records, systems, and equipment that, if irretrievable, lost, or damaged, will materially impair RTD's ability to conduct business and carry out essential functions.

RTD has identified vital records, databases, and hard copy documents needed to support performance of essential functions. In addition to immediate EAF operational needs, these documents also include documents associated with legal and financial obligations. Guidelines pertaining to retention and destruction can be found in RTD's Records Retention and Destruction Policy.

Each essential record is backed up outside of RTD's servers (see Communication Systems) to ensure they can be accessed if the server room is damaged by the emergency. Hard copy backup storage options include maintaining blank copies of documents or forms off site or at alternate continuity location(s).

Essential Records Database

Support EAF	Essential Record, File, or Database	Form of Record (e.g., hardcopy, electronic)	Pre-positioned at Alternate Location	Hand Carried to Alternate Location	Multiple Storage Location(s) Y/N	Maintenance Frequency
EAF 1	Mapping Database	Electronic	X		Y	Monthly
EAF 1	Drug & Alcohol Program Records	Hardcopy		X	N	Monthly
EAF 1	Bus Passes	Hardcopy		X	N	Monthly
EAF 2	Licensed Spill Cleanup Contractors List	Hardcopy		X	N	Quarterly
EAF 5	Vehicle Maintenance Work Orders Pre-trip Inspection Cards	Hardcopy	X		Y	Monthly
EAF 6	Employer Pull Notices	Hardcopy		X	Y	Monthly
EAF 7	Check Stock	Hardcopy	X		Y	Quarterly
EAF 7	I-9 Records	Hardcopy		X	N	Annually
EAF 7	Petty Cash	Hardcopy		X	Y	Monthly
EAF 7	Retirement Files	Hardcopy		X	Y	Monthly
EAF 7	HR Personnel Files	Hardcopy		X	N	Monthly
EAF 9	Vehicle Certificate of Title – DMV Records	Hardcopy		X	N	Annually
EAF 9	Procurement Bonds	Hardcopy		X	N	Monthly

13. Additional Resource Requirements

Resource management will be a key support function for RTD during a continuity event. Managing resources will be required during an internal event in which RTD is impacted and needs resources to return to normal operations and during an external incident in which RTD

has to manage resource requests from other jurisdictions. During an internal incident, RTD may need a variety of resources including equipment, supplies, and contract support.

Emergency Procurement
During continuity operations, it may be necessary for RTD to procure replacement equipment and supplies on an emergency basis to sustain operations until normal operations can be resumed.

In the event that the financial system is unavailable, the CEO may authorize an increase to the Director of Procurement's P-Card for the purpose of completing emergency purchases or procurements. The P-Card Administrator maintains authority for emergency acquisition. Instructions for this process are found in the Procurement Card (P-Card) Protocol and RTD's Procurement Manual.

14. Notification and Contact Lists

The Safety and Security Manager will notify all staff in the event of an emergency internally as follows:

- SMS alerts (which are pre-programmed) to inform employees about RTD's operational status and/or pertinent information.
- Email may also be used to notify internal employees of emergency.

Managers must maintain contact information for their staff to keep the lines of communication open during an emergency. Because access to technology may be unavailable in certain emergencies, RTD recommends keeping physical copies of contact information.

For additional details regarding internal and external communication during the emergency event, refer to the Emergency Communications Plan.

15. Reconstitution

Once the threat or hazard that caused the disruption has been mitigated or no longer exists and is unlikely to reoccur, RTD's focus on reopening the service system will be paramount. Until the threat ceases to exist, Safety and Security Manager will continue monitoring the situation, track the development of the emergency, (via online and broadcast news and weather, emergency services, and other sources), and evaluate all available information related to the following:

- Health and safety of employees.
- Ability to execute EAFs.
- Changes in threat advisories.
- Potential or actual effects on communication systems, information systems, office facilities, and other essential equipment.
- Expected duration of the emergency.

The CEO will provide the authority by which to begin reconstitution after receiving approval from the appropriate state and local law enforcement and emergency services. Facilities Continuity Team members and Safety and Security Manager will initiate and coordinate operations to salvage, restore, and recover the primary operating facility and resources. The following activities should be completed by RTD before resuming service:

- Systems, rolling stock, facilities inspections and verification of operability and safety.
- Availability and transportation of employees to worksites.
- Refueling of buses.
- Notification to public via news media, social messaging and websites.

Recovery Operations

The following is a checklist that RTD will implement following an emergency to recover its operations. With the goal of RTD resuming full capacity operations for all customers, the timeframe for the following tasks could range from as little as one to three days after the emergency, to weeks and months after the emergency, depending on the severity and duration of the disruption.

- Facilities Continuity Team members completes detailed evaluations of all affected RTD facilities and determines priorities for permanent repair, replacement, and reconstruction as necessary.
- Facilities and Maintenance Continuity Team members complete disaster assessments of losses and estimate costs for repair and replacement.
- The Safety and Security Committee reviews the damage and assessment reports to determine whether it is safe to return operations to primary facility.
    - If unsafe for primary facility to be reoccupied, takes appropriate action (i.e., insurance carrier) and develops long-term recovery plan.
- Continuity Team implements return of EAFs employees, equipment, and functions back to primary facilities.

Long-Term Recovery

The goal of long-term recovery is to ensure that RTD emerges from crisis even stronger than before the event. With large-scale emergencies, additional assistance may be available through the Federal Emergency Management Agency (FEMA) or the state and local offices of emergency services. Long term recovery initiatives should include the following steps:

- Safety and Security Manager will conduct a meeting with the Continuity Team within 72 hours of reconstitution to gather lessons learned to include in future planning.
    - Develop long-term strategies bases on lessons learned from the meeting.
- Determine the financial impact of the emergency and budget for recovery.
    - Finance and Grants Continuity Team members track disaster expenditures carefully to ensure maximum eligible reimbursement from federal and state financial assistance programs.

  - Safety and Security Manager and Finance Continuity Team member determine approximate reimbursements from insurance and other sources of financial assistance, and determine how residual costs will be financed.
- Build on the relationship established with emergency management and first responders.
  - Revise coordination based on unmet needs discovered through interagency interaction to the emergency.
- Initiate public relations activities to rebuild confidence in the transit operations.

16. Training, Testing, and Exercising

Training is an essential component of preparedness and response. All new employees will receive an orientation to the RTD Emergency Action Protocol upon employment. Employees who have key roles to carry out during an emergency (e.g., Continuity Team members) will receive specialized training to perform the duties required of them.

RTD will follow a comprehensive approach to incident management as outlined by National Incident Management System (NIMS), applicable to all jurisdictional levels and across functional disciplines. The training is available online at http://www.training.fema.gov/EMIWeb/IS.

The following is recommended training for all EAF employees who may be called upon to fill an emergency operations position during an incident:

- IS-100.b: Introduction to the Incident Command System
- IS-200.b: Incident Command System for Single Resources and Initial Action Incidents
- IS-700.a: National Incident Management System (NIMS), An Introduction

Safety and Security Manager will coordinate all trainings.

Exercises
RTD participates in the full spectrum of readiness and preparedness activities to ensure staff can continue EAFs in an all-hazard/threat environment. The readiness activities are divided into two key areas:
- Organizational readiness and preparedness
- Staff readiness and preparedness

In addition, RTD will conduct the following continuity readiness and preparedness activities:

- New Hire Safety Orientation
- National Preparedness Month tips, checklists, posters
- Fire Drills
- Earthquake Drills
- CPR/AED/First Aid Training

RTD has established a training program to support preparedness and validate continuity capabilities during any disruption of operations. It is essential to demonstrate, assess, and improve the ability to execute the EAFs. All continuity training events are coordinated by the

Safety and Security Manager and documented in TransTrack.

17. Program Maintenance and Improvement

The following table outlines activities and tasks that are done at the indicated frequency to ensure plan is ready to execute in the event of an emergency.

Activity	Tasks	Frequency
Plan update and certification	• Review entire plan for accuracy • Incorporate lessons learned and changes in policy and philosophy • Manage distribution of plan updates	• Semi-annually
Checklists	• Update and revise checklists • Ensure annual update/validation	• As needed • Annually
Update accountability roster of all positions	• Confirm/update information Continuity Team members.	• Monthly or quarterly
Maintain alternate work site readiness	• Check all systems • Verify access codes and systems • Cycle supplies and equipment as needed	• Quarterly
Monitor and maintain equipment at alternate sites	• Train users and provide technical assistance • Monitor volume/age of materials and assist users with cycling/removing files	• Ongoing
Train new members	• Provide an orientation and training class • Schedule participation in all training and exercise events	• Within 30 days of appointment
Orient policy with new senior executive and management members	• Brief new management on Plan • Brief each manager/executive on his/her responsibilities under the Plan	• Within 30 days of appointment
Plan and conduct exercises	• Conduct internal exercises • Conduct joint exercises with local, regional, and/or state agencies • Support and participate in interagency exercises	• As needed

Attachment B
Cover Page

RESOLUTION NO. ____
DATED: AUGUST 19, 2022

RESOLUTION APPROVING UPDATES TO THE BUSINESS CONTINUITY PLAN

WHEREAS, San Joaquin Regional Transit District (RTD) recognizes that disasters and emergencies can disrupt, paralyze, or destroy its capabilities to perform essential agency functions (EAFs); and

WHEREAS, RTD has updated the Business Continuity Plan (BCP) in accordance with California Department of Transportation's "Emergency Planning Guidance" and American Public Transportation Association's "Standard for Continuity of Operations Plan for Transit Agencies"; and

WHEREAS, the purpose of the updates to the BCP is to enable RTD to continue to provide essential functions following a significant emergency event that limits or restricts the availability of staff, facilities, or technical systems; and

WHEREAS, the plan clearly identifies updates to leadership responsibilities, leadership titles, and updates to Order of Succession Authority, while continuing to provide guidance for specific emergencies affecting RTD's operations; and

WHEREAS, the BCP focuses on the recovery and restoration aspect of emergency management and describes how RTD will sustain EAFs during and after a disruption in operations whether caused by severe weather, other natural or man-made disasters, or malevolent attacks.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District that the updates made to the Business Continuity Plan be adopted, and hereby are, approved.

LEAD STAFF: Brad Menil, Maintenance Superintendent

I. RECOMMENDED ACTION:

Approve disposal or auction of transit vehicle and direct the CEO to dispose of surplus item in conformance with RTD's Sale of Surplus Equipment process and Federal Transit Administration (FTA) regulations.

II. SUMMARY:

- In accordance with RTD's Sale of Surplus Equipment process, Board approval is required for disposal of any item with an original acquisition cost greater than $150,000.
- Due to damages caused by an accident, vehicle number 6404 has been retired from service and declared a total loss.
- Per FTA Circular 5010.E, it is recommended that this vehicle be disposed of through public auction as it have exceeded its useful life.
- Staff recommends that the Board of Directors approve the disposal or auction of vehicle number 6404 and direct the CEO to dispose of surplus item in conformance with RTD's Sale of Surplus Equipment process and FTA regulations.

III. DISCUSSION/BACKGROUND

The following vehicle has reached its useful life expectancy and has been declared a total loss, as defined by FTA Circular 5010:

- Bus 6404
  - Urban Bus, vehicle tag number 6404 and VIN #15GGD191561077446 is a G19B102N4 model Gillig diesel electric hybrid low floor year 2006
  - Current mileage is 463,046
  - Funded with federal grant Y436 for 80% of the acquisition costs and the remaining 20% was paid with local funds
  - Purchased August 2006 for $551,527
  - Implemented into service September 13, 2006
  - Retired from service June 30, 2022, total service life 15.81 years

Bus 6404 was beyond its expected useful life and was fully depreciated before the accident. Based on RTD's Fleet Replacement Plan and its current spare ratio, this bus will not be replaced.

Staff recommends that the Board of Directors approve a resolution to dispose of this vehicle.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with RTD's Strategic Priorities 3 and 4.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

Estimated gross market value of the vehicle listed for disposal is $0.00. This vehicle has reached its useful life and is obsolete. There is no financial impact as a result of this disposal.

Any revenue generated from the sale of vehicles and equipment is recorded in the District's general ledger to GL 100003-40740 (Revenue Operating – Sales of Buses).

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

Repair the vehicle. This is not recommended as the cost would far exceed the gross market value of the vehicle.

VIII. ATTACHMENTS

Attachment A: Resolution

Prepared by: Brad Menil, Maintenance Superintendent

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

RESOLUTION NO. _____
DATED: AUGUST 19, 2022

RESOLUTION APPROVING DISPOSAL OR AUCTION OF TRANSIT VEHICLE AND DIRECT THE CEO TO DISPOSE OF SURPLUS ITEM IN CONFORMANCE WITH RTD'S SALE OF SURPLUS EQUIPMENT PROCESS AND FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS

WHEREAS, San Joaquin Regional Transit District's (RTD) receives federal financial assistance from the FTA to acquire real property, equipment, and supplies, and rolling stock; and

WHEREAS, all such assets must be managed, used, and disposed of in accordance with applicable laws and regulations; and

WHEREAS, the FTA prescribes the method and delivers guidance to public transit operators to comply with grant management requirements in accordance with the FTA Circular 5010.1E; and

WHEREAS, RTD has determined that it is necessary to dispose of the property through public auction.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District, as follows:

1. That the CEO be, and hereby is, authorized and directed to dispose of surplus item, Bus 6404, in conformance with RTD's sale of surplus equipment process and FTA regulations.

LEAD STAFF: Brad Menil, Maintenance Superintendent

I. RECOMMENDED ACTION:

Adopt resolution approving the purchase of up to four (4) hydrogen fuel cell electric buses (FCEB).

II. SUMMARY:

Upon approval, RTD will begin a 3-year FCEB pilot program. The pilot will include up to four (4) FCEBs, the lease of a hydrogen fuel trailer, the cost of the hydrogen fuel, a hydrogen leak detection system in the shop areas, and administrative costs associated with the program. During the pilot period, staff will analyze the operational viability and compare data between FCEBs, battery electric buses (BEB), and diesel electric hybrid buses (Hybrid). The total cost of the hydrogen FCEB pilot program will be approximately $10.75 million over the three year period.

III. DISCUSSION/BACKGROUND

In 2013, RTD deployed the first two BEBs in San Joaquin County. The BEBs had a range of approximately 10-15 miles and could be fast charged in-route, in 10 minutes or less, utilizing a 500-kWh over-head charging system. In 2016, RTD purchased ten (10) larger BEBs with the same charging system but had double the range because of a larger battery capacity. In 2018, RTD purchased five (5) BEBs with 440 kWh battery capacity and are charged using stationary depot style chargers. These buses had a maximum range of 200 miles without recharging.

During the last several years of operating BEBs, RTD has analyzed and compared the data from the BEB fleet to hybrid and diesel buses. Staff found that the cost of operating the BEBs was significantly higher than operating any other bus in the fleet. For comparison, the cost per mile of a BEB was double the cost of a comparably sized Hybrid, during the same period.

Average Monthly Cost Per Mile

	2019	2020	2021
BEB	$0.87	$0.52	$0.55
Hybrid	$0.47	$0.29	$0.34

In addition, the actual operational range of the BEBs did not meet the manufacturers advertised range. Longer in-route charging times caused many routes to run behind, leading to an increase in passenger complaints and affecting RTD's on time performance. Also, this extra charging time bled into operator break times, leading to operator fatigue and low morale. The depot charged buses never met the 200-mile maximum range. The typical daily average was 150 miles. Staff routinely had to exchange BEBs on route with a Hybrid bus to complete the daily service.

Many maintenance repairs or defects were delayed due to the proprietary nature of the part or software, as designed by Proterra. As a new bus manufacturer, Proterra was on the leading edge of technology. Unfortunately, this led to inadequate training, shortages of parts, and staff that were not knowledgeable of the bus systems. At times, RTD staff were more familiar with the bus systems than the Proterra technical engineer we were told to contact to resolve the problem.

With the problems and range limitations of BEBs, staff began the research and analysis of FCEBs in 2020. Staff found that FCEBs offer the same range and servicing times as a Hybrid bus. The current range of a 40 ft FCEB is approximately 300 miles on a full tank of hydrogen. Once the hydrogen is depleted, the servicing time is 15-20 minutes, and another 300 miles is available. This would allow a one for one replacement of a Hybrid or diesel bus with a FCEB.

Infrastructure needed to supply power for the increase of BEBs is costly. The RTC is currently limited to 500 kWh input from PG&E. That currently limits us to 13 depot style chargers. Any increase in BEBs will require the equal increase in chargers, at a cost of approximately $1,000,000 per 500 kWh. The current rate structure also works against us. Peak electrical usage hours are the same as our peak customer hours. We must charge during the highest cost times of the day. Depot charging during the night and early-morning hours relieve costs, due to that period being assigned super off-peak hours, but operationally, the period is very short and limits our availability to assign buses because all buses may not be fully charged for deployment.

The current manufacturers of FCEBs are well established and have a long history of making dependable and reliable buses. Both use current technology that is tried and evaluated to meet our needs and concerns. Also, fuel cells are now rated at delivering over 30,000 hours before rebuilding or replacing.

To fuel the FCEBs, RTD would lease a cascading array style dispensing trailer that uses nitrogen gas to control all the valve functions, including emergency shut down. Staff is researching the positioning of the trailer near the current

fuel island. RTD infrastructure requirements would be minimal, with protective bollards around the perimeter. The trailer would be replenished with hydrogen on a weekly basis at a minimum, depending on usage.

The maintenance areas would require the installation of emergency hydrogen leak detection, due to hydrogen being lighter than air, the flammability and explosiveness of hydrogen, and in the case of a hydrogen fire.

During the pilot period, data collection and analysis is crucial to determining the viability of FCEBs. In addition to normal duties, extra time will be required of staff for the proper review of data. In addition, during the implementation phases of the pilot project management of construction and civil work will be required. A project oversight will be crucial to the success and the outcome of the pilot program.

Currently, initial costs for this pilot project will be expensive as this technology is new and hydrogen manufacturing is limited, but as time progresses it is projected that the manufacture of fuel cell technology and production of hydrogen are expected to drop. Current availability of hydrogen is local to Stockton.

Up to four FCEBs will purchased from the State of California Department of General Services Contract ID #1-19-23-17B.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with RTD's Strategic Priorities 3 and 4.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

- $1,650,000.00 per bus (4 FCEBs)
  - $6,600,000.00 total
  - FY21 CMAQ, FY 22 State of Good Repair, up to 4 HVIP vouchers, and FY 16 Measure K BRT Capital
- Hydrogen Fuel and Trailer
  - $2,200,000.00
  - FY 22 STA
- Hydrogen leak detection system
  - $1,400,000.00
  - FY 21 STA

- Training and staff development
  - $269,000.00
  - FY 21 STA
- Project management
  - $275,000.00
- The fourth bus will be purchased provided RTD qualifies for three or four vouchers from the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), currently estimated at $240,000 each, up to $960,000.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

- RTD can continue using BEBs, which will increase infrastructure and fuel costs. Eventually, with our limited real estate footprint, RTD will not be able to provide enough electrical infrastructure and power to supply all the necessary BEBs. In addition, RTD will have to purchase two buses to each Hybrid, due to current BEB range constraints.
- Postpone the hydrogen pilot program for several years and implement it when CARB mandates 100% zero emissions bus purchases in 2030.

Staff does not recommend these alternatives since RTD needs to compare FCEBs to BEBs in order to make a good business decision on the mix of FCEBs and BEBs needed to meet the California Air Resources Board (CARB) 2040 Innovative Clean Transit (ICT) Regulation.

VIII. ATTACHMENTS

Attachment A: Hydrogen Cost Sheet
Attachment B: Resolution

Prepared by: Brad Menil, Maintenance Superintendent

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

3-Year FCEB Pilot - Infrastructure Cost 4 FCEB

	Total gallons delivered Annual/3-Year	Price Per Month	Duration	Total Cost Annual/3-Year	Current CPI 9%	CPI Tax Compound per year/3-year Total	Annual/3-yr Total	Description
Year #1	13,867	$ 1,000.00	12	$ 12,000.00	9%	$ 1,080.00	$ 13,080.00	
Year #2	13,867	$ 1,000.00	12	$ 12,000.00	9%	$ 1,177.20	$ 14,257.20	
Year #3	13,867	$ 1,000.00	12	$ 12,000.00	9%	$ 1,283.15	$ 15,540.35	
Trailer Rental - 500Kg 3-year total	41,600	$ 1,000.00	36	$ 36,000.00	9%	$ 3,540.35	$ 42,877.55	Total cost to rent a 500 kg cascade (gaseous hydrogen) trailer for all 3-years of pilot program
	Total gallons delivered	**Price per kg**	**Duration**	**Total Cost**	**CPI**	**CPI Tax Compound per year/3-year Total**	**Total**	**Description**
Fuel Per bus Per year 1	3,464	$ 14.00	12	$ 581,952.00	9%	$ 52,375.68	$ 634,327.68	
Fuel Per bus Per year 2	3,464	$ 14.00	12	$ 581,952.00	9%	$ 57,089.49	$ 691,417.17	
Fuel Per bus Per year 3	3,464	$ 14.00	12	$ 581,952.00	9%	$ 62,227.55	$ 753,644.72	
Fuel for FCEB 3-year Total	10,392	$ 14.00	36	$ 1,745,856.00	9%	$ 171,692.72	$ 2,079,389.57	Total fuel charge for Kilograms used for all 3-years of pilot program
	Total gallons delivered	**Price per month**	**Duration**	**Total Cost**	**CPI 9%**	**CPI Tax Compound per year/3-year Total**	**Total**	**Description**
Year #1	NA	$ 1,000.00	12	$ 12,000.00	9%	$ 1,080.00	$ 13,080.00	
Year #2	NA	$ 1,000.00	12	$ 12,000.00	9%	$ 1,177.20	$ 14,257.20	
Year #3	NA	$ 1,000.00	12	$ 12,000.00	9%	$ 1,283.15	$ 15,540.35	
Weekly trailer exchange 3-year total	NA	$ 1,000.00	36	$ 36,000.00	9%	$ 3,540.35	$ 42,877.55	Weekly deliveries. Remove empty trailer/tanks and replace with full tanks. RTD will only pay for gallons used
	Total gallons delivered	**Up-Front Cost**	**Duration**	**Total Cost**	**CPI 9%**	**CPI Tax Compound per year/3-year Total**	**Total**	**Description**
Year #1	NA	$ 20,000.00	12	$ 20,000.00	NA	NA	$ 20,000.00	
Year #2	NA	$ 1,500.00	12	$ 1,500.00	NA	NA	$ 1,500.00	
Year #3	NA	$ 1,500.00	12	$ 1,500.00	NA	NA	$ 1,500.00	
Permitting 3-year total	NA	$ 1,500.00	36	$ 23,000.00	NA	NA	$ 23,000.00	One-time upfrom cost to install temporary trailer. Annual fees apply to maintain permit
	Total gallons delivered Annual/3-Year	**Price per month**	**Duration**	**Total Cost Annual/3-Year**	**Current CPI 9%**	**CPI Tax Compound per year/3-year Total**	**3-yr Total**	**Description**
Year #1	NA	$ 200.00	12	$ 2,400.00	9%	$ 216.00	$ 2,616.00	
Year #2	NA	$ 200.00	12	$ 2,400.00	9%	$ 235.44	$ 2,851.44	
Year #3	NA	$ 200.00	12	$ 2,400.00	9%	$ 256.63	$ 3,108.07	
Fuel Station Rental - 3-Year Total	NA	$ 200.00	36	$ 7,200.00	9%	$ 708.07	$ 8,575.51	Needed to fuel FCEB's.
Grand Total							**$ 2,196,720.17**	**Grand Total for fueling station for 3-year pilot program**

Attachment B
Cover Page

RESOLUTION NO. _____
DATED: AUGUST 19, 2022

RESOLUTION AUTHORIZING THE CEO TO ISSUE A PURCHASE ORDER TO NEW FLYER, INC. FOR THE PURCHASE OF UP TO FOUR (4) HYDROGEN FUEL CELL ELECTRIC BUSES FOR A TOTAL AMOUNT NOT TO EXCEED $6,600,000

WHEREAS, in 2022 San Joaquin Regional Transit District's (RTD) learned of a contract opportunity with the State of California for the purchase of four hydrogen fuel cell electric buses to support RTD's goal of a zero emissions fleet; and

WHEREAS, New Flyer's July 20, 2022 quoted price for four 40-foot hydrogen fuel cell electric buses is $1,539,165.77 each; and

WHEREAS, this price reflects the reduction of 3.9375% (AB 784) in sales tax from New Flyer's quoted price on July 20, 2022.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District, as follows:

1) That the CEO be, and hereby is authorized and directed to issue a purchase order to New Flyer, Inc. for the purchase of four 40-foot hydrogen fuel cell electric buses and for a total contract amount not to exceed $6,600,000.00.

2) That the Chair of the Board and the CEO, acting individually, is hereby authorized and directed to execute such other agreements and amendments to this agreement, and to take such other actions as may be necessary or appropriate to carry out the intent and purpose of this resolution.

LEAD STAFF: **MAXIMILIAN CAO, SUPERVISOR OF MARKETING AND CUSTOMER ENGAGEMENT**

I. RECOMMENDED ACTION:

Approve Bulk Rate Discount Fares for 501(c)(3) Non-Profit Agencies.

II. SUMMARY:

- Implement a bulk rate discount program for eligible non-profit agencies
- Program will provide a 50% discount on full fare bus passes when purchasing quantities of 50 or more passes

III. DISCUSSION/BACKGROUND

In its continued effort to provide equitable transit to the residents of San Joaquin County, RTD wishes to revise its current fare structure to include a bulk rate discount for non-profit 501(c)(3) agencies.

RTD has identified several local non-profit agencies in dire need of transportation to get their clients to social services, job interviews, medical appointments, and other essential services.

In order to assist these agencies in serving our community while abiding by federal fare recovery requirements, RTD proposes introducing a bulk rate discount program for eligible agencies.

In accordance with its Fare and Major Service Change Policy guidelines, RTD staff held a public hearing on Monday, August 8, to collect comments and feedback.

RTD received no public comments at the hearing.

RTD staff recommends that the board approve the revised fare structure to include the bulk rate discount for eligible non-profit agencies.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This recommendation aligns with the Board's Strategic Priorities 2 and 5.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

To be determined based on sales revenue.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

A two or three tiered of bulk purchases or discount structure. This alternative is not recommended because it is important to keep fare structures simple enough to for both RTD staff and communication to the public.

VIII. ATTACHMENTS

Attachment A: Fare Structure Table
Attachment B: Resolution

Prepared by: Maximilian Cao, Supervisor of Marketing and Customer Engagement

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

San Joaquin RTD Regional Fare Restructure
BRT Express, Local, Intercity, Hopper, and Dial-A-Ride Fares

Fares	1-Ride	1-Day	31-Day
Full	$1.50	$4.00	$65.00
Discount	$0.75	$2.00	$30.00
Student	$1.50	$4.00	$40.00
Children (ages 4 and under)	No cost		
Dial-A-Ride	$3.00		
Bulk Rate Discount (50%)			
	$0.75	$2.00	$32.50

Attachment B
Cover Page

RESOLUTION NO. _____
DATED: AUGUST 19, 2022

RESOLUTION APPROVING BULK RATE DISCOUNT FARES FOR 501(C)(3) NON-PROFIT AGENCIES

WHEREAS, RTD has identified several local non-profit agencies in dire need of transportation to get their clients to social services, job interviews, medical appointments, and other essential services; and

WHEREAS, in order to assist these agencies in serving our community while abiding by federal fare recovery requirements, RTD proposes introducing a bulk rate discount program for eligible agencies; and

WHEREAS, in accordance with its Fare and Major Service Change Policy guidelines, RTD staff held a public hearing on Monday, August 8, to collect comments and feedback.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District to approve the revised fare structure to include the bulk rate discount for eligible non-profit agencies.

LEAD STAFF: Dámaris Galvan, Service Development Manager

I. RECOMMENDED ACTION:

That the Board of Directors consider:

1. Approval of the Next Gen System Redesign Study and Phased Implementation Plan,
2. Authorize staff to proceed with Phase 1 and convene public hearings and seek Board approval where service changes require public hearings; and,
3. Return to the Board at a future date for consideration of Phase 2 and 3 recommendations inclusive of funding strategies.

II. SUMMARY

- In October 2020 RTD Board awards Fehr & Peers System Redesign (Next Gen).
- On November 14, 2020, RTD executes Next Gen contract.
- Study's intent: to respond to declining ridership attributed to COVID-19, changing ridership needs, and improve access to disadvantaged communities.
- Main goal: to sustain and attract new customers to grow RTD's ridership base.
- Objectives - build service around the existing Bus Rapid Transit (BRT) network.
- The project was to provide a three (3) phase approach to implementing service changes with public input and Board approval at each phase.
- Beginning in 2022, RTD recognized service impacts of reduced service and shifted direction, setting an initial goal of restoring the levels of service closer to 2019 levels.
- Modifications to RTD network will not change ADA Paratransit service area.
- Staff recommends the RTD Board of Directors consider approving the System Redesign Study, Next Gen Plan and Phased Implementation, proceed with Phase 1, and return to the Board at a future date for consideration of Phase 2 and 3 recommendations inclusive of funding strategies.

III. DISCUSSION/BACKGROUND

Original Approach and Context

In mid-2020, RTD embarked in the preparation of a Request for Proposals (RFP) for a System Redesign Study. The original intent of the study was to respond to declining ridership and revenues attributed to COVID-19 and the changing mobility needs of our community. Although RTD had undertaken similar studies in the past, the System Redesign Study was a new and innovative project aiming to provide a more detailed and comprehensive analysis effort that

included performance measurement standards and systematic service evaluation strategies.

It was anticipated that the final plan would be financially viable and include service design options to maintain and grow ridership. The System Redesign Study would also include strategies that improve effectiveness and productivity of the system, while balancing revenues with customer demand.

For those purposes, the study was to provide a closer examination to RTD's current service, assess current public transit needs in the surrounding communities particularly low income, minorities, senior citizens, and individuals with disabilities.

The following were the Goals and Objectives of the Study:

Goals
- Sustain and attract new customers to grow RTD's ridership base.
- Provide safe and efficient bus transit service with reduced funding levels.
- Ensure connectivity to key destinations and essential services.
- Remain viable with reduced funding levels resulting from the COVID-19 pandemic.

Objectives
- Build on the existing non-fixed guideway Bus Rapid Transit (BRT) network as the "backbone" of the transit system or create a new bus transit system design with a "clean slate" approach.
- Improve service performance through first-mile and last-mile connections and propose various service delivery methods (i.e., micro-mobility options, circulators, shuttles, smaller buses, and partnerships with transportation network companies).
- Ensure a sustainable transit system that will support customer demand.
- Develop service parameters (i.e. span of service, frequency) that are appropriate for a changing region the size and geography of Stockton and San Joaquin County.
- Identify key locations where customer transfer stations and bus turnarounds make key connections with the proposed system(s).

On August 19, 2020, RTD released the RFP which was publicly advertised in The Record as well as RTD's ProcureWare program for the duration of the solicitation. Forty-seven potential Proposers downloaded the RFP.

On September 15, 2020, RTD received two proposals from the following firms:
- Fehr & Peers
- Transportation Management & Design, Inc. (TMD)

After evaluating the proposals, the evaluation committee deemed Fehr & Peers as the highest ranked firm to provide the Transit System Redesign Study. Fehr & Peers is a transportation firm with more than 35 years of experience, founded and headquartered in the Bay Area with over 300 engineers and planners nationwide. This firm has eight California offices and 170 employees in the state alone.

On October 16, 2020, a resolution from RTD Board of Directors awarded the System Redesign contract to Fehr & Peers subject to Negotiations.

Fehr & Peers assembled a strong team that is best positioned to help RTD achieve success with this project. Joining Fehr & Peers were industry leaders:

- Nelson\Nygaard (Analysis and Service Design)
- AIM (Community Engagement)
- AJM & Associates (Survey and Data Collection)

On November 14, 2020, RTD finalized and executed the contract with Fehr & Peers for the System Redesign Study.

The following tasks were performed within the project:

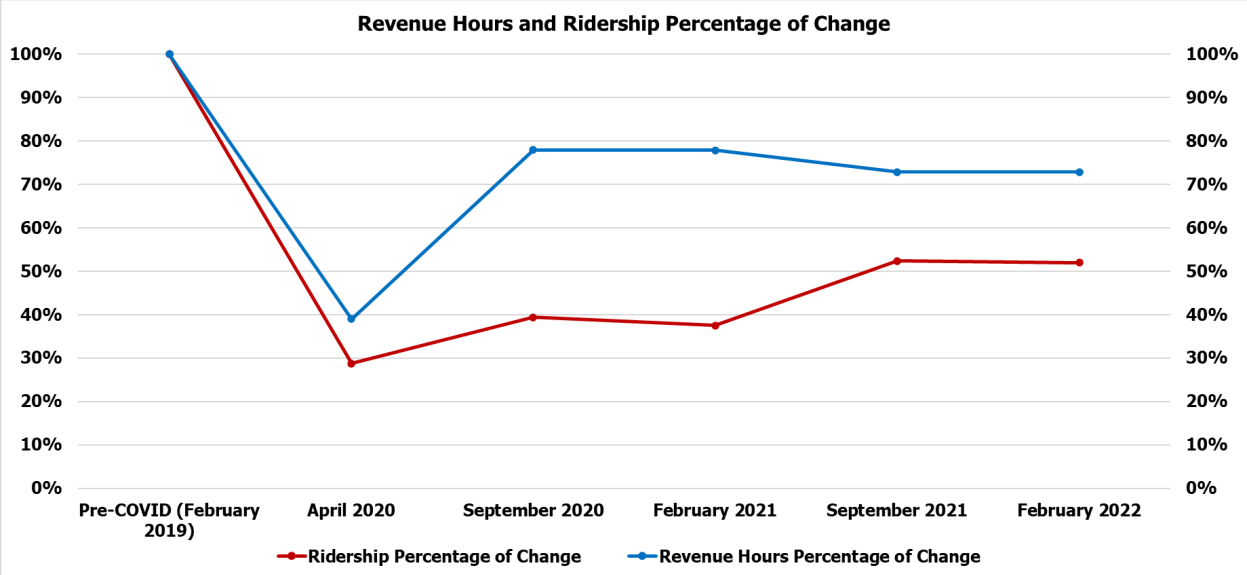
- Project Management and Recurrent meetings – Kick-off meeting, January 2021
- Community, Stakeholder, and Internal Staff Engagement – Part 1, March – September 2021
- Transit Market Assessment – June 2021
- Existing Conditions Analysis – July 2021
- Route Optimization and Scenarios – July - September 2021
- Community, Stakeholder, and Internal Staff Engagement - Part 2 – October – December 2021

Scenarios and alternatives were modified and fine-tuned based on public input gathered at a public hearing in November 2021 at the Board of Directors Meeting.

New Direction

At the end of January 2022, RTD welcomed our new Chief Executive Officer (CEO). A series of meetings between RTD's Executive Staff, internal staff and the Fehr & Peers team were scheduled to present, discuss, and analyze the scenarios developed.

After a series of presentations in the months of March and May and after analyzing more current trends and national developments, RTD recognized that the slow return of ridership may in part be a result of reduced service. See graph below.



Revenue hours decreased between February 2021 to September 2021 due to the shortage of drivers.

This graph displays the evolution of revenue hours and the evolution or ridership from pre-COVID times to the present in percentages from pre-COVID levels. While most of the service returned by August-September 2020, ridership had a modest increase and a slow recovery. Currently, as the graph displays, levels of service have been the same and so has ridership. Ridership is at plateau level since approximately September of 2021. This analysis brings us the premise that if RTD restores services, improves it, and provides it where the community needs it, the effect would be an increase in ridership.

With this analysis and recognizing the service impacts of reduced service on the street, RTD shifted directions and set an initial goal of restoring the levels of service to the 2019 revenue hours offered. This is proposed to be implemented by January 2023 subject to operators' availability.

The restoration of service does not imply a return to the same shape and form as in 2019 routing, this restoration aims to increase span of service, frequencies, and focus on improved access for disadvantaged communities in Stockton providing service deeper into the residential neighborhoods. The focus and emphasis is to establish greater transit access to these communities for everyday life needs.

With the support of Fehr & Peers, RTD has identified areas in the community where resources can be placed to meet the needs of low-income and minority populations and allow access to employment (improving service to shift-workers), medical appointments, education, shopping, and more. It is

important to note that the proposed modifications to the RTD network will not result in any changes to the existing ADA Paratransit service area. Changes on Metro Hopper routes will further be studied and analyzed.

The plan presented today by the Fehr & Peers team considers a phased implementation approach:

- **Phase 1**, aims to achieve restoration to pre-COVID levels service improving service span and frequencies in targeted disadvantaged census tracts. To support that objective, the budget for FY23 is sufficient in resources.
- **Phases 2 and 3,** strive to expand services in disadvantaged communities further improving frequencies and service span, traveling deeper into disadvantaged neighborhoods. This goal will require the identification of resources and revenue hours which will require Board approval.

Route summaries provided within this plan will serve as the framework that will guide the implementation of this plan and may be subject to modifications based on availability of operators, resources, and public input.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the Board's Strategic Priorities 1, 2, 3, 4 and 5.
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

V. FINANCIAL CONSIDERATIONS/IMPACT

- The required funding for Phase 1 of this plan, which the goal is to return to pre-COVID service levels (January 2019 service revenue hours), has been included in the FY 2023 (current fiscal year) RTD Operating Budget.

- The required funding for Phases 2 and 3 is to be determined as it will require the identification of resources and revenue hours which will require Board approval.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

- Leave RTD's system in status quo and continue operating the current service levels, frequencies, and span of service not addressing customer comments and needs.
- Return to pre-COVID levels of service increasing frequencies, span of service focusing on targeted disadvantaged communities and further improve service, frequencies, and service span to better service disadvantaged communities.

VIII. ATTACHMENTS

Attachment A: RTD Next Gen Phasing memo
Attachment B: RTD Next Gen Route Summaries
Attachment C: PowerPoint Presentation
Attachment D: Resolution

Prepared by: Damaris Galvan, Service Development Manager

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

Alex Clifford, CEO

Attachment A
Cover Page

Memorandum

Date: August 1, 2022

To: Dámaris Galvan, RTD

From: Greg Behrens, Fehr & Peers

Subject: RTD Next Gen Preferred Network Concept Phasing

RS21-4000

This memorandum describes the potential phasing approach pertaining to the implementation of the preferred network concept identified in the RTD Next Gen plan.

This phasing approach utilizes the following three implementation phases:

- **Phase 1** implements near-term route alignment, frequency, and service span changes. Generally, this phase strives to implement the major structural changes to the RTD fixed-route system as identified in the RTD Next Gen preferred network concept. Additionally, as requested by RTD staff, this phase extends service spans for Local routes from 5 AM to 10 PM. The changes identified in this phase could be implemented within the operating resources available to RTD in January 2019.
- **Phase 2** expands upon Phase A and implements the peak period frequency increases identified in the RTD Next Gen preferred network concept. Generally, this would entail operating Local routes with 30-minute frequencies during the morning (6 AM to 9 AM) and evening (3 PM to 6 PM) peak periods. The proposed frequency increases would increase service levels within disadvantaged communities throughout the SMA. This phase represents potential mid-term service changes and would require additional operating and capital resources.
- **Phase 3** expands upon Phase B and implements additional service changes, including operating several Local routes with 30-minute frequencies during the midday time period. This phase includes potential service changes that would entail more substantial increases to RTD operating resources. As such, this phase represents long-term service changes.

The table on the following page summarizes the proposed changes by phase for each route.

RTD Preferred Network Concept - Route Phasing Summary

August 2022

Type	Route	Phase 1	Phase 2	Phase 3
Express	40	No change from existing	No change from existing	No change from existing
Express	43	Extend service span to 10pm	No change from Phase A	No change from Phase A
Express	44	Change to 30 min frequency. Extend service span from 5am to 10pm.	No change from Phase A	No change from Phase A
Express	47	Extend service span to 10pm	Increase to 15 min peak frequency	No change from Phase A
Express	49	Change to 30 min frequency. Extend service span from 5am to 10pm.	No change from Phase A	No change from Phase A
Metro Hopper	1	Discontinue	Discontinued in Phase A	Discontinued in Phase A
Metro Hopper	2	Discontinue	Discontinued in Phase A	Discontinued in Phase A
Metro Hopper	3	Discontinue	Discontinued in Phase A	Discontinued in Phase A
Metro Hopper	4	Discontinue	Discontinued in Phase A	Discontinued in Phase A
Metro Hopper	5	Discontinue	Discontinued in Phase A	Discontinued in Phase A
Metro Hopper	6	Discontinue	Discontinued in Phase A	Discontinued in Phase A
Metro Hopper	9	Discontinue	Discontinued in Phase A	Discontinued in Phase A
500 Series	502	Implement new route. 60 min all day frequency and 5am to 10pm service span	Increase to 30 min peak and 60 min off-peak frequency	No change from Phase B
500 Series	505	Implement new route. 30 min peak and 60 min off-peak frequency and 5am to 10pm service span	No change from Phase A	Increase to 30 min midday frequency
500 Series	509	Implement new route. 60 min all day frequency and 5am to 10pm service span	Increase to 30 min peak and 60 min off-peak frequency	No change from Phase B
500 Series	510	Realign route. Extend service span from 5am to 10pm.	Increase to 30 min peak and 60 min off-peak frequency	No change from Phase B
500 Series	515	Extend service span from 5am to 10pm.	Increase to 30 min peak and 60 min off-peak frequency	No change from Phase B
500 Series	520	Realign route. Extend service span from 5am to 10pm. Increase to 30 min peak and 60 min off-peak frequency.	No change from Phase A	Increase to 30 min midday frequency
500 Series	525	Extend service span from 5am to 10pm.	Increase to 30 min peak and 60 min off-peak frequency	No change from Phase B
500 Series	541	Implement new route. 60 min all day frequency and 5am to 10pm service span	Increase to 30 min peak and 60 min off-peak frequency	Increase to 15 min peak and 30 min off-peak frequency
500 Series	545	Realign route. Extend service span from 5am to 10pm.	Increase to 30 min peak and 60 min off-peak frequency	No change from Phase B
500 Series	555	Realign route. Extend service span from 5am to 10pm.	Increase to 30 min peak and 60 min off-peak frequency	No change from Phase B
500 Series	566	Realign route. 60 min frequeny peak periods (6-9am and 3-6pm) only.	Increase to 60 min all day frequency and 5am to 10pm service span	No change from Phase B
500 Series	576	Realign route. Extend service span from 5am to 10pm.	Change to 30 min peak and 60 min off-peak frequency.	No change from Phase B
500 Series	578	Realign route. Extend service span from 5am to 10pm.	Change to 30 min peak and 60 min off-peak frequency.	Increase to 30 min midday frequency
500 Series	580	Extend service span from 5am to 10pm.	Change to 30 min peak and 60 min off-peak frequency.	No change from Phase B
700 Series	710	Discontinue	Discontinued in Phase A	Discontinued in Phase A
700 Series	715	Discontinue	Discontinued in Phase A	Discontinued in Phase A
700 Series	720	Discontinue	Discontinued in Phase A	Discontinued in Phase A
700 Series	723	Discontinue	Discontinued in Phase A	Discontinued in Phase A
700 Series	725	Discontinue	Discontinued in Phase A	Discontinued in Phase A
700 Series	745	Discontinue	Discontinued in Phase A	Discontinued in Phase A
700 Series	797	Discontinue	Discontinued in Phase A	Discontinued in Phase A
300 Series	315	No change from existing	No change from existing	No change from existing
300 Series	335	No change from existing	No change from existing	No change from existing
300 Series	340	No change from existing	No change from existing	No change from existing
300 Series	345	No change from existing	No change from existing	No change from existing
300 Series	360	No change from existing	No change from existing	No change from existing
300 Series	367	Implement new route	No change from Phase A	No change from Phase A
300 Series	371	No change from existing	No change from existing	No change from existing
300 Series	375	No change from existing	No change from existing	No change from existing
300 Series	378	No change from existing	No change from existing	No change from existing
300 Series	380	No change from existing	No change from existing	No change from existing
300 Series	385	No change from existing	No change from existing	No change from existing
300 Series	390	No change from existing	No change from existing	No change from existing
Commuter	150	No change from existing	Realign route. Increase service levels.	No change from Phase B
Commuter	151	N/A	Implement new route	No change from Phase B
Commuter	163	No change from existing	Increase service levels	No change from Phase B
County Hopper	90	Increase service levels	No change from Phase A	No change from Phase A
County Hopper	91	No change from existing	No change from existing	No change from existing
County Hopper	93	Increase service levels	No change from Phase A	No change from Phase A
County Hopper	95	No change from existing	No change from existing	No change from existing
County Hopper	97	No change from existing	No change from existing	No change from existing
Total Annual Revenue Hours (Estimated)		**190,000**	**227,000**	**237,000**
Total Peak Vehicles (Estimated)		**66**	**83**	**86**

Attachment B
Cover Page

RTD Preferred Network Concept - Route Summary

Revenue Hours

August 2022

Type	Route	Revenue Hours								
		Phase 1			Phase 2			Phase 3		
		Weekday (Daily)	Weekend (Daily)	Annual (Total)	Weekday (Daily)	Weekend (Daily)	Annual (Total)	Weekday (Daily)	Weekend (Daily)	Annual (Total)
Express	40	58	25	17,490	58	25	17,490	58	25	17,490
Express	43	56	21	16,548	56	21	16,548	56	21	16,548
Express	44	30	21	9,918	30	21	9,918	30	21	9,918
Express	47	39	10	11,025	39	10	11,025	39	10	11,025
Express	49	30	10	8,730	30	10	8,730	30	10	8,730
500 Series	502	34	-	8,670	40	-	10,200	40	-	10,200
500 Series	505	23	-	5,865	23	-	5,865	29	-	7,395
500 Series	509	17	-	4,335	23	-	5,865	23	-	5,865
500 Series	510	17	10	5,415	23	10	6,945	23	10	6,945
500 Series	515	17	-	4,335	23	-	5,865	23	-	5,865
500 Series	520	34	20	10,830	40	20	12,360	46	20	13,890
500 Series	525	17	10	5,415	23	10	6,945	23	10	6,945
500 Series	541	34	20	10,830	40	20	12,360	64	20	18,480
500 Series	545	34	-	8,670	46	-	11,730	46	-	11,730
500 Series	555	34	-	8,670	40	-	10,200	40	-	10,200
500 Series	566	18	-	4,590	51	-	13,005	51	-	13,005
500 Series	576	17	-	4,335	23	-	5,865	23	-	5,865
500 Series	578	17	-	4,335	23	-	5,865	29	-	7,395
500 Series	580	17	-	4,335	23	-	5,865	23	-	5,865
Metro Hopper	1	-	-	-	-	-	-	-	-	-
Metro Hopper	2	-	-	-	-	-	-	-	-	-
Metro Hopper	3	-	-	-	-	-	-	-	-	-
Metro Hopper	4	-	-	-	-	-	-	-	-	-
Metro Hopper	5	-	-	-	-	-	-	-	-	-
Metro Hopper	6	-	-	-	-	-	-	-	-	-
Metro Hopper	9	-	-	-	-	-	-	-	-	-
300 Series	315	1	-	319	1	-	319	1	-	319
300 Series	335	2	-	493	2	-	493	2	-	493
300 Series	340	2	-	479	2	-	479	2	-	479
300 Series	345	2	-	454	2	-	454	2	-	454
300 Series	360	1	-	314	1	-	314	1	-	314
300 Series	366	-	-	-	-	-	-	-	-	-
300 Series	367	3	-	653	3	-	653	3	-	653
300 Series	371	2	-	579	2	-	579	2	-	579
300 Series	375	2	-	620	2	-	620	2	-	620
300 Series	378	2	-	434	2	-	434	2	-	434
300 Series	380	2	-	416	2	-	416	2	-	416
300 Series	385	2	-	492	2	-	492	2	-	492
300 Series	390	1	-	370	1	-	370	1	-	370
Commuter	150	19	16	6,573	30	16	9,378	30	16	9,378
Commuter	151	-	-	-	15	-	3,825	15	-	3,825
Commuter	163	12	-	3,060	18	-	4,590	18	-	4,590
County Hopper	90	26	-	6,630	26	-	6,630	26	-	6,630
County Hopper	91	16	-	4,080	16	-	4,080	16	-	4,080
County Hopper	93	22	-	5,610	22	-	5,610	22	-	5,610
County Hopper	95	11	-	2,805	11	-	2,805	11	-	2,805
County Hopper	97	6	-	1,530	6	-	1,530	6	-	1,530
	TOTAL	**677**	**163**	**190,251**	**820**	**163**	**226,716**	**862**	**163**	**237,426**

RTD Preferred Network Concept - Route Summary

Service Frequency

August 2022

Type	Route	Service Frequency (min)											
		Phase 1				Phase 2				Phase 3			
		Weekday				Weekday				Weekday			
		Peak	Off Peak	Sat.	Sun.	Peak	Off Peak	Sat.	Sun.	Peak	Off Peak	Sat.	Sun.
Express	40	15	15	30	30	15	15	30	30	15	15	30	30
Express	43	15	15	30	30	15	15	30	30	15	15	30	30
Express	44	30	30	30	30	30	30	30	30	30	30	30	30
Express	47	30	30	60	60	15	30	60	60	15	30	60	60
Express	49	30	30	60	60	30	30	60	60	30	30	60	60
500 Series	502	60	60	0	0	30	60	0	0	30	60	0	0
500 Series	505	30	60	0	0	30	60	0	0	30	30	0	0
500 Series	509	60	60	0	0	30	60	0	0	30	60	0	0
500 Series	510	60	60	60	60	30	60	60	60	30	60	60	60
500 Series	515	60	60	0	0	30	60	0	0	30	60	0	0
500 Series	520	30	60	60	60	30	60	60	60	30	30	60	60
500 Series	525	60	60	60	60	30	60	60	60	30	60	60	60
500 Series	541	60	60	60	60	30	60	60	60	15	30	60	60
500 Series	545	60	60	0	0	30	60	0	0	30	60	0	0
500 Series	555	60	60	0	0	30	60	0	0	30	60	0	0
500 Series	566	60	0	0	0	60	60	0	0	60	60	0	0
500 Series	576	60	60	0	0	30	60	0	0	30	60	0	0
500 Series	578	60	60	0	0	30	60	0	0	30	30	0	0
500 Series	580	60	60	0	0	30	60	0	0	30	60	0	0
Metro Hopper	1	0	0	0	0	0	0	0	0	0	0	0	0
Metro Hopper	2	0	0	0	0	0	0	0	0	0	0	0	0
Metro Hopper	3	0	0	0	0	0	0	0	0	0	0	0	0
Metro Hopper	4	0	0	0	0	0	0	0	0	0	0	0	0
Metro Hopper	5	0	0	0	0	0	0	0	0	0	0	0	0
Metro Hopper	6	0	0	0	0	0	0	0	0	0	0	0	0
Metro Hopper	9	0	0	0	0	0	0	0	0	0	0	0	0
300 Series	315	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	335	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	340	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	345	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	360	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	366	0	0	0	0	0	0	0	0	0	0	0	0
300 Series	367	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	371	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	375	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	378	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	380	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	385	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
300 Series	390	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
Commuter	150	60	60	60	60	60	60	60	60	60	60	60	60
Commuter	151	0	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
Commuter	163	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
County Hopper	90	60	60	0	0	60	60	0	0	60	60	0	0
County Hopper	91	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
County Hopper	93	60	60	0	0	60	60	0	0	60	60	0	0
County Hopper	95	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0
County Hopper	97	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0

RTD Preferred Network Concept - Route Summary

August 2022

Type	Route	Service Frequency (min)												Revenue Hours									Peak Vehicles					
		Phase A				Phase B				Phase C				Phase A			Phase B			Phase C			Phase A		Phase B		Phase C	
		Weekday				Weekday				Weekday																		
		Peak	Off Peak	Saturday	Sunday	Peak	Off Peak	Saturday	Sunday	Peak	Off Peak	Saturday	Sunday	Weekday (Daily)	Weekend (Daily)	Annual (Total)	Weekday (Daily)	Weekend (Daily)	Annual (Total)	Weekday (Daily)	Weekend (Daily)	Annual (Total)	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
Express	40	15	15	30	30	15	15	30	30	15	15	30	30	58	25	17,490	58	25	17,490	58	25	17,490	4	2	4	2	4	2
Express	43	15	15	30	30	15	15	30	30	15	15	30	30	56	21	16,548	56	21	16,548	56	21	16,548	4	2	4	2	4	2
Express	44	30	30	30	30	30	30	30	30	30	30	30	30	30	21	9,918	30	21	9,918	30	21	9,918	2	2	2	2	2	2
Express	47	30	30	60	60	15	30	60	60	15	30	60	60	39	10	11,025	39	10	11,025	39	10	11,025	3	1	3	1	3	1
Express	49	30	30	60	60	30	30	60	60	30	30	60	60	30	10	8,730	30	10	8,730	30	10	8,730	2	1	2	1	2	1
500 Series	502	60	60	0	0	30	60	0	0	30	60	0	0	34	-	8,670	40	-	10,200	40	-	10,200	2	0	3	0	3	0
500 Series	505	30	60	0	0	30	60	0	0	30	30	0	0	23	-	5,865	23	-	5,865	29	-	7,395	2	0	2	0	2	0
500 Series	509	60	60	0	0	30	60	0	0	30	60	0	0	17	-	4,335	23	-	5,865	23	-	5,865	1	0	2	0	2	0
500 Series	510	60	60	60	60	30	60	60	60	30	60	60	60	17	10	5,415	23	10	6,945	23	10	6,945	1	1	2	1	2	1
500 Series	515	60	60	0	0	30	60	0	0	30	60	0	0	17	-	4,335	23	-	5,865	23	-	5,865	1	0	2	0	2	0
500 Series	520	30	60	60	60	30	60	60	60	30	30	60	60	34	20	10,830	40	20	12,360	46	20	13,890	2	2	3	2	3	2
500 Series	525	60	60	60	60	30	60	60	60	30	60	60	60	17	10	5,415	23	10	6,945	23	10	6,945	1	1	2	1	2	1
500 Series	541	60	60	60	60	30	60	60	60	15	30	60	60	34	20	10,830	40	20	12,360	64	20	18,480	2	2	3	2	6	2
500 Series	545	60	60	0	0	30	60	0	0	30	60	0	0	34	-	8,670	46	-	11,730	46	-	11,730	2	0	4	0	4	0
500 Series	555	60	60	0	0	30	60	0	0	30	60	0	0	34	-	8,670	40	-	10,200	40	-	10,200	2	0	3	0	3	0
500 Series	566	60	0	0	0	60	60	0	0	60	60	0	0	18	-	4,590	51	-	13,005	51	-	13,005	3	0	3	0	3	0
500 Series	576	60	60	0	0	30	60	0	0	30	60	0	0	17	-	4,335	23	-	5,865	23	-	5,865	1	0	2	0	2	0
500 Series	578	60	60	0	0	30	60	0	0	30	30	0	0	17	-	4,335	23	-	5,865	29	-	7,395	1	0	2	0	2	0
500 Series	580	60	60	0	0	30	60	0	0	30	60	0	0	17	-	4,335	23	-	5,865	23	-	5,865	1	0	2	0	2	0
Metro Hopper	1	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0
Metro Hopper	2	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0
Metro Hopper	3	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0
Metro Hopper	4	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0
Metro Hopper	5	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0
Metro Hopper	6	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0
Metro Hopper	9	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0
300 Series	315	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	1	-	319	1	-	319	1	-	319	1	0	1	0	1	0
300 Series	335	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	2	-	493	2	-	493	2	-	493	1	0	1	0	1	0
300 Series	340	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	2	-	479	2	-	479	2	-	479	1	0	1	0	1	0
300 Series	345	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	2	-	454	2	-	454	2	-	454	1	0	1	0	1	0
300 Series	360	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	1	-	314	1	-	314	1	-	314	1	0	1	0	1	0
300 Series	366	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0
300 Series	367	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	3	-	653	3	-	653	3	-	653	1	0	1	0	1	0
300 Series	371	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	2	-	579	2	-	579	2	-	579	1	0	1	0	1	0
300 Series	375	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	2	-	620	2	-	620	2	-	620	1	0	1	0	1	0
300 Series	378	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	2	-	434	2	-	434	2	-	434	1	0	1	0	1	0
300 Series	380	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	2	-	416	2	-	416	2	-	416	2	0	2	0	2	0
300 Series	385	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	2	-	492	2	-	492	2	-	492	1	0	1	0	1	0
300 Series	390	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	1	-	370	1	-	370	1	-	370	1	0	1	0	1	0
Commuter	150	60	60	60	60	60	60	60	60	60	60	60	60	19	16	6,573	30	16	9,378	30	16	9,378	3	2	4	2	4	2
Commuter	151	0	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	-	-	-	15	-	3,825	15	-	3,825	0	0	2	0	2	0
Commuter	163	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	12	-	3,060	18	-	4,590	18	-	4,590	2	0	3	0	3	0
County Hopper	90	60	60	0	0	60	60	0	0	60	60	0	0	26	-	6,630	26	-	6,630	26	-	6,630	3	0	3	0	3	0
County Hopper	91	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	16	-	4,080	16	-	4,080	16	-	4,080	3	0	3	0	3	0
County Hopper	93	60	60	0	0	60	60	0	0	60	60	0	0	22	-	5,610	22	-	5,610	22	-	5,610	2	0	2	0	2	0
County Hopper	95	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	11	-	2,805	11	-	2,805	11	-	2,805	2	0	2	0	2	0
County Hopper	97	Peak Only	0	0	0	Peak Only	0	0	0	Peak Only	0	0	0	6	-	1,530	6	-	1,530	6	-	1,530	1	0	1	0	1	0
													TOTAL	677	163	190,251	820	163	226,716	862	163	237,426	66	16	83	16	86	16

Attachment C
Cover Page

SAN JOAQUIN RTD NEXT GEN

FEHR PEERS

August 19, 2022

RTD Next Gen

Final Plan

Presentation Agenda

1. Recap of Project Goals and Phases
2. What's Happened Since we Last Met?
3. Final System Plan and Phasing

Plan Goals

- Attract new customers
- Grow RTD's ridership base
- Deliver transit services that are consistent with customer demand
- Provide efficient bus transit service with reduced funding
- Provide a strategy to return to pre-COVID operational levels

Plan Components

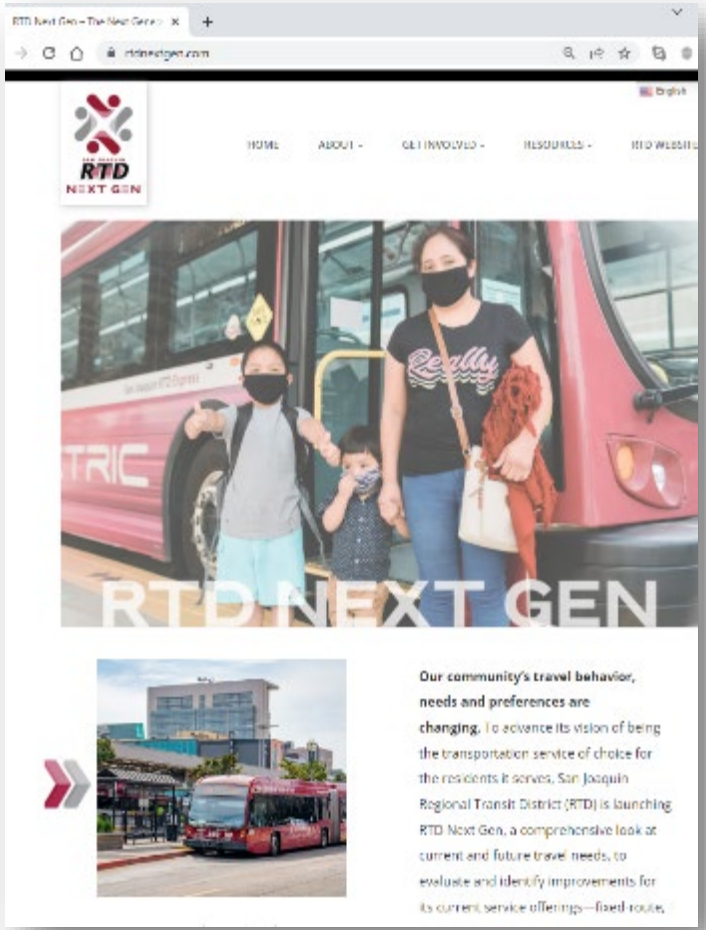
- Existing transit system analysis
- Data-driven transit market assessment
- Multi-phased public outreach
- Service planning and identification of future scenarios
- Service plan and phasing recommendations

Public Participation

Phase 1 Outreach: March - June 2021

- Project Website (March 2021)
- Virtual Open House #1 (March 2021)
- Online Community Questionnaire (April 2021)
- RTD Staff Questionnaire #1 (April 30, 2021)
- Future Rider Questionnaire (May 10, 2021)
- Virtual Open House (June 2, 2021)

Board Visioning Workshop – May 6



Public Participation

Phase 2 Outreach: Oct - Nov 2021

- 8 Stakeholder Meetings
  - SJCOG ITC, Chamber of Commerce, School Districts, Internal Staff, SJCOG SSTAC, SJCOG TAC, RTD AAC
- RTD Board of Directors Meeting – Informal Presentation
- RTD Board of Directors – Public Hearing
- Internal RTD Staff Survey

Service Planning Scenarios

- Developed 3 scenarios in partnership with the RTD team, each representing a different level of investment/growth
- Based on direction from RTD and input from the public and stakeholders, arrived at a Preferred Network Concept
- Continued to iterate on Preferred Concept to maximize available RTD resources

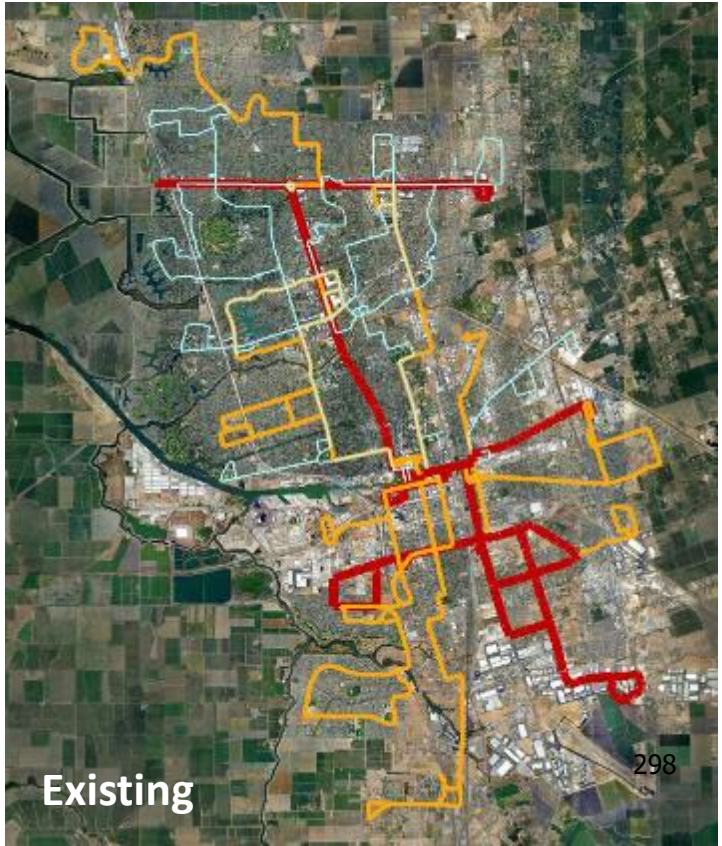
Service Planning Principles
Emphasize BRT as the backbone of the system

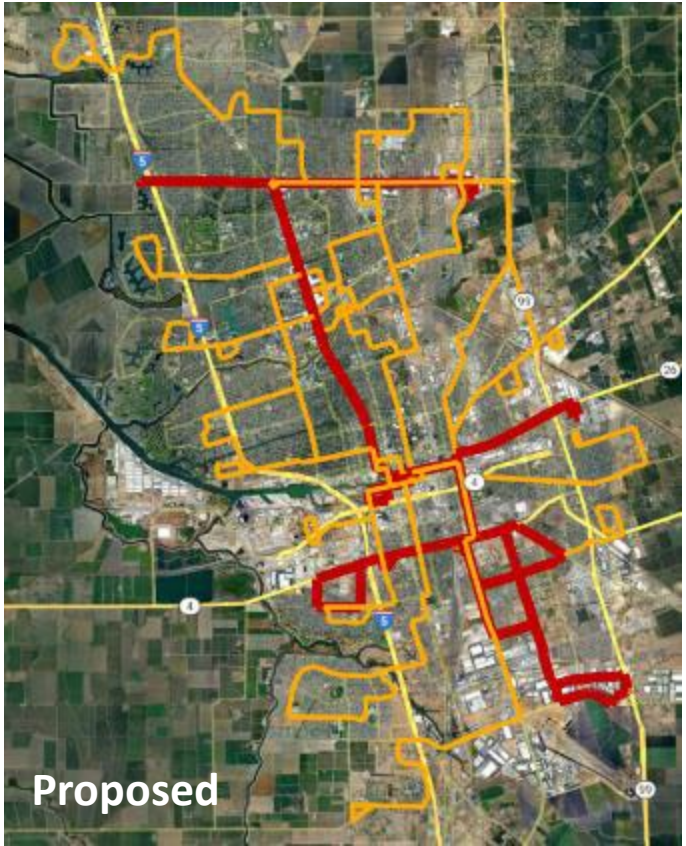
- RTD staff preferred to maintain BRT network largely as-is
- Local route network configured to “feed” BRT network to support ridership growth throughout the RTD system
- Plan identifies options for future modifications to the BRT network to further drive ridership growth when funding becomes available

Service Planning Principles
Improve service quality

- Increase frequency and reduce passenger wait times, particularly on corridors with higher ridership demand:
  - Up to 15 min. frequency on more productive BRT routes
  - 20-30 min. peak and 60 min. off-peak frequency on all local routes
- Provide fast and direct connections to transfer centers and major activity centers:
  - More linear north/south and east/west routes
  - Connections to BRT to facilitate travel throughout the network
  - Downtown, medical facilities, shopping centers, schools
- Improve reliability for riders by improving system-wide on-time performance

Network Concept
Stockton Metro Area





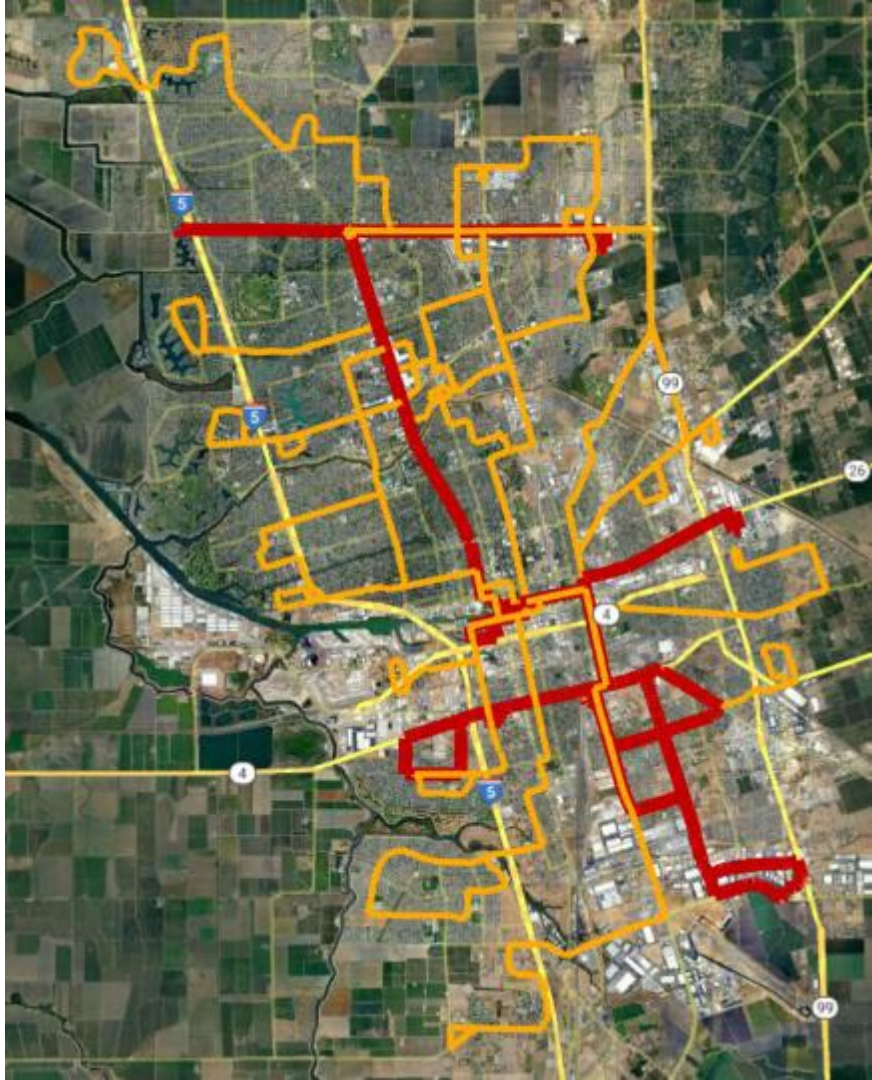
Network Summary
Stockton Metro Area

- BRT
  - No changes to BRT route network
  - Extend service span to 10pm and increase frequency on high demand routes

Network Summary
Stockton Metro Area

Local

- Route alignment adjustments and new routes
- Extend service span from 5am to 10pm
- Increase service levels from 60-minute all day frequencies to 30-minute peak/60-minute off-peak frequencies
- Implement consistent 7-day route patterns



Network Summary
Stockton Metro Area

- 300 series
  - No proposed changes to existing 300 series routes
  - Add new route 367
- Metro Hoppers (Routes 1-10)
  - Discontinue Metro Hoppers and reallocate resources into enhanced Local route network
- Van Go!
  - Sustain existing VanGo! service levels
- ADA Paratransit
  - No changes to existing ADA service area

Network Summary
Rural & Commuter Routes

- Ramp up Commuter routes to pre-COVID service levels as workers return to the office
- Modify Route 150 to serve only Stockton, Lathrop, and Dublin BART
- New Route 151 to serve Manteca, Tracy, and Dublin BART
- Increase County Hopper service levels on Routes 90 (Stockton-Lathrop-Tracy) and 93 (Stockton-Lodi) to 60-minute all-day service

Implementation Phasing
Objectives

Recommendations will be implemented in three phases, aligned with available financial and operating resources

- Phase 1: Restore operating resources to Pre-COVID levels and implement recommended network changes
- Phase 2: Increase SMA Local service levels as additional operating resources become available
- Phase 3: Further increase SMA Local service levels in select disadvantaged neighborhoods

Recommendations can be scaled depending on available resources at the time service changes are implemented

Implementation Phasing
Phase 1

- Implement recommended weekday and weekend network changes, including new Local routes and route alignment changes
- Extend service span for Local routes from 5am to 10pm
- Increase service levels on Local Routes 505 and 520 to 30-minute peak and 60-minute off-peak frequencies
- Increase service levels on County Hopper Routes 90 and 93 to provide additional midday service
- Discontinue Metro Hopper service and reallocate resources

Implementation Phasing
Phase 2

- Increase peak period frequencies on Local routes
  - Generally, 30-minute frequencies during the morning (6am to 9am) and evening (3pm to 6pm) peak periods and 60-minute frequencies during off-peak time periods
- Implement route alignment changes to Commuter Route 150 and implement new Route 151
- Increase service levels on Commuter Route 163

Implementation Phasing
Phase 3

- Increase peak period and midday service levels within select disadvantaged neighborhoods
  - Increase peak period service levels to 15-minute frequencies on Local Route 541
  - Increase midday service levels to 30-minute frequencies on Local Routes 505, 520, and 578

Resource Requirements

Scenario	Weekday Revenue Hours	Peak Vehicles	Annual Revenue Hours
Pre-COVID (January 2019)	672	81	192,000
Preferred Network Concept (% change from Pre-COVID levels)			
Phase 1	678 (+1%)	66 (-19%)	190,000 (-1%)
Phase 2	820 (+22%)	83 (+2%)	227,000 (+18%)
Phase 3	862 (+28%)	86 (+6%)	237,000 (+23%)

Next Steps

- RTD Board approval
- Completion/publication of Next Gen final report

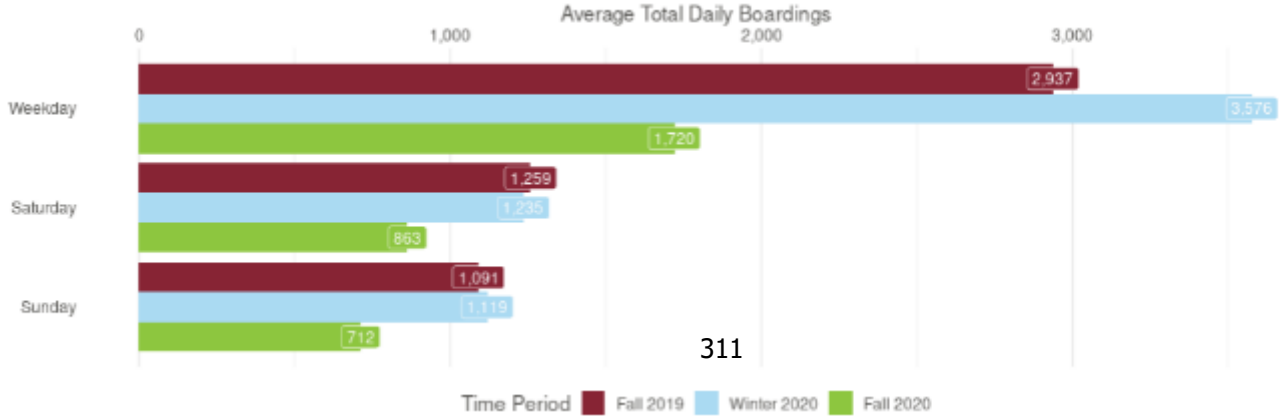
Thank You!

SAN JOAQUIN RTD NEXT GEN

Fehr & Peers Transit Planning Philosophy

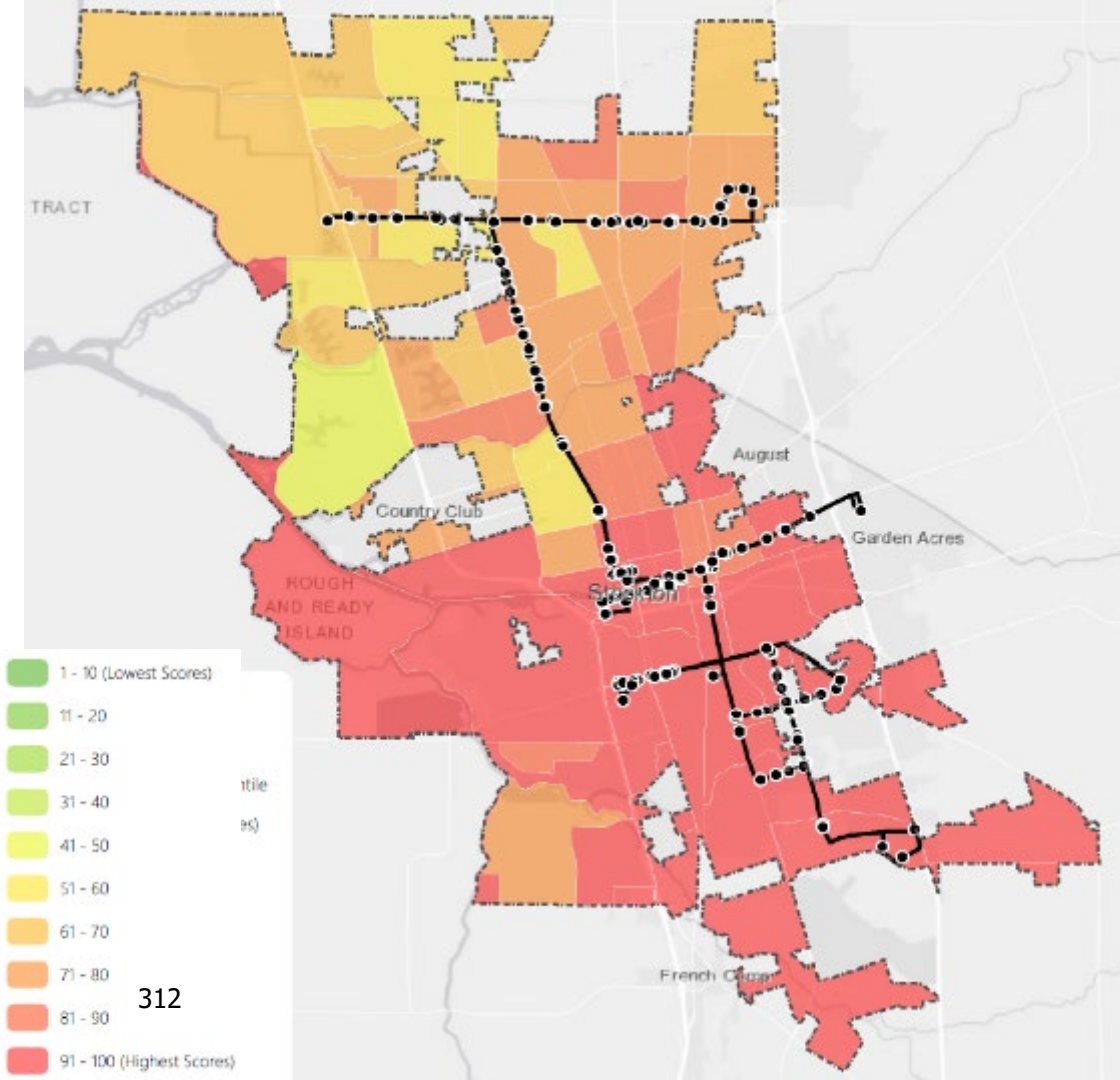
1. Solid/modern understanding of demand & need
2. Improvements… do they benefit users?
3. If it can't be operationalized, it's no good.
4. Technological improvements… not always a benefit.

Route Profile: Metro Express 40

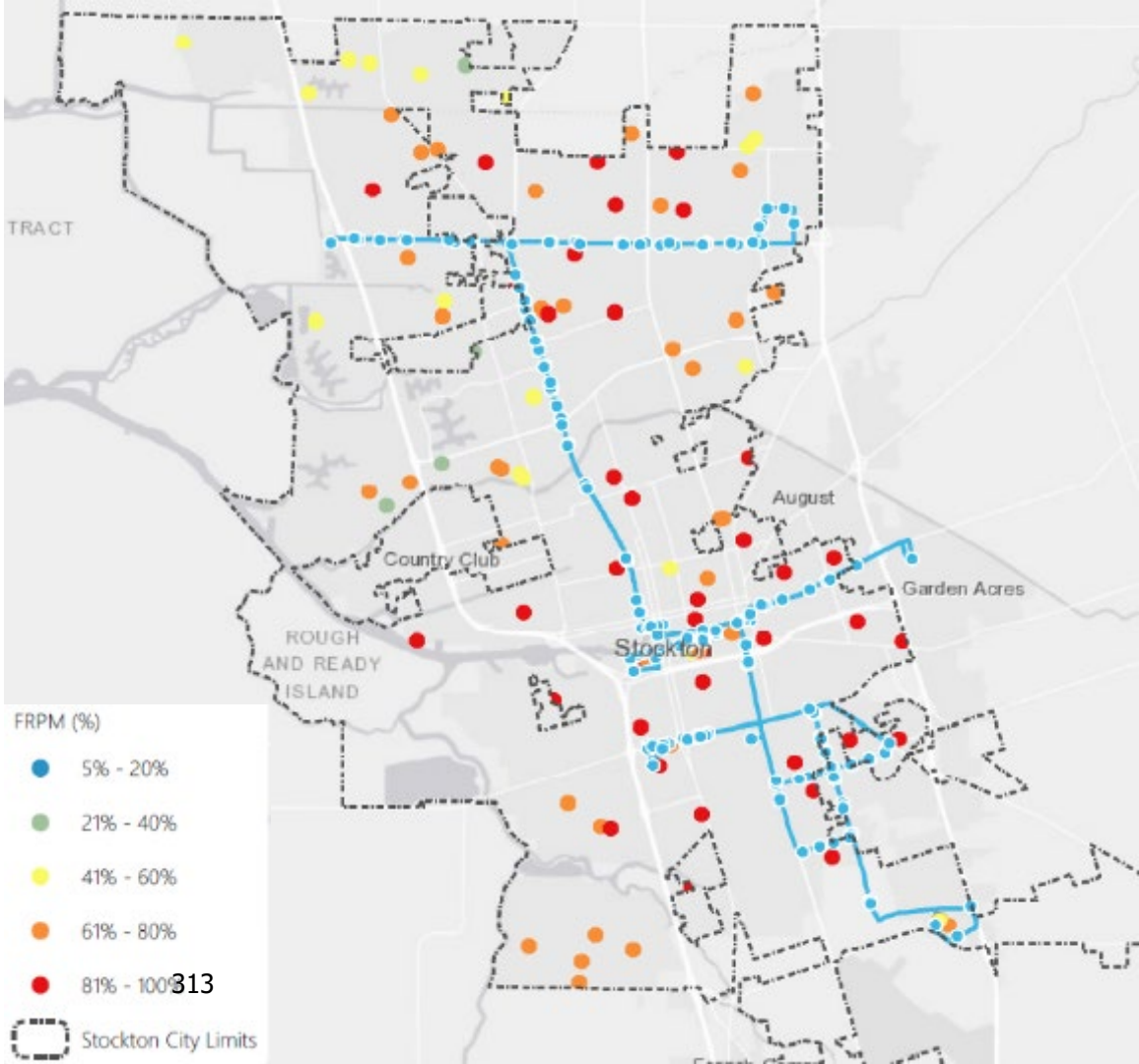


FEHR & PEERS

CalEnviro Screen

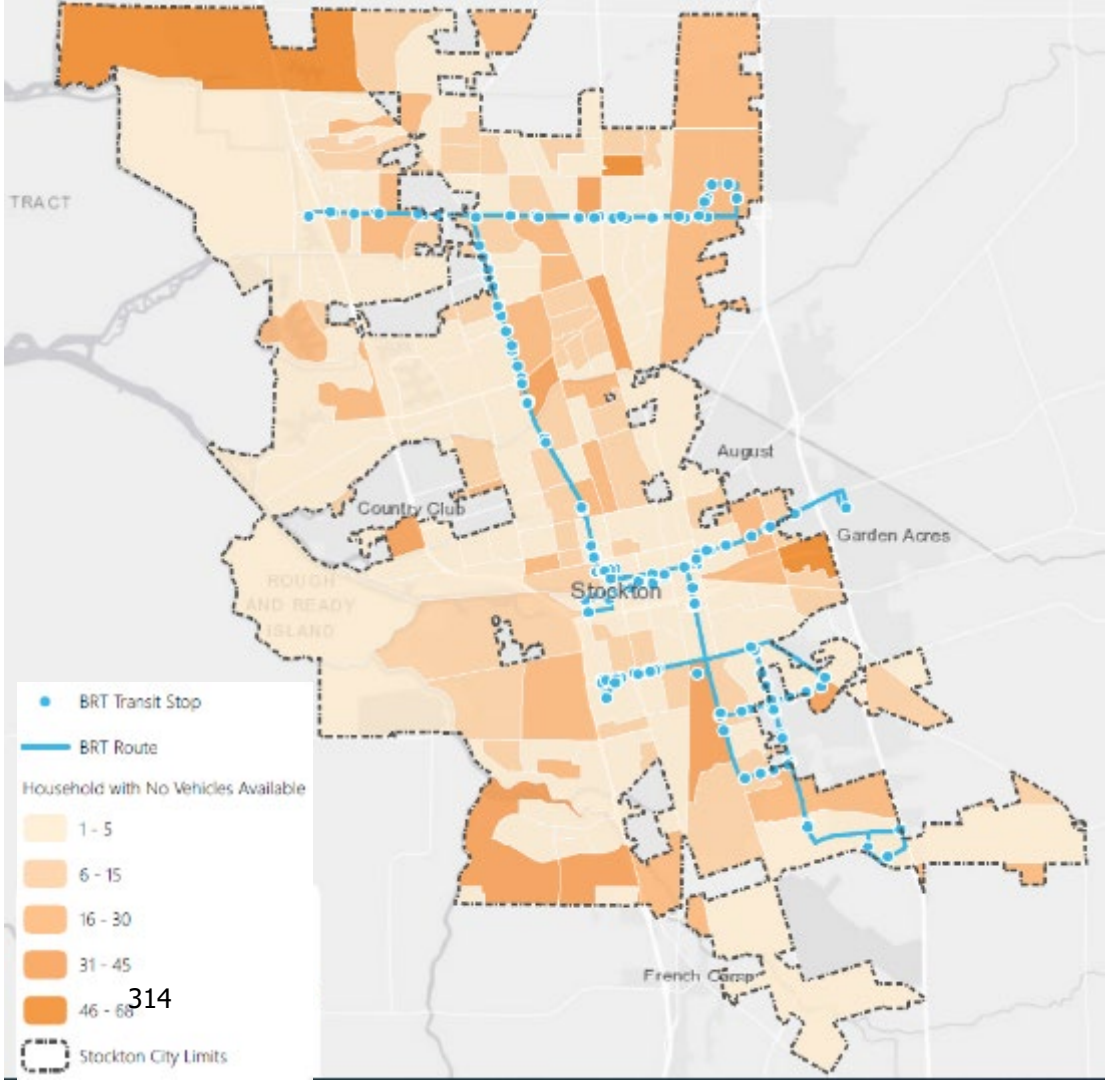


Student Poverty



TRANSIT MARKET ASSESSMENT

Households with Zero Vehicles

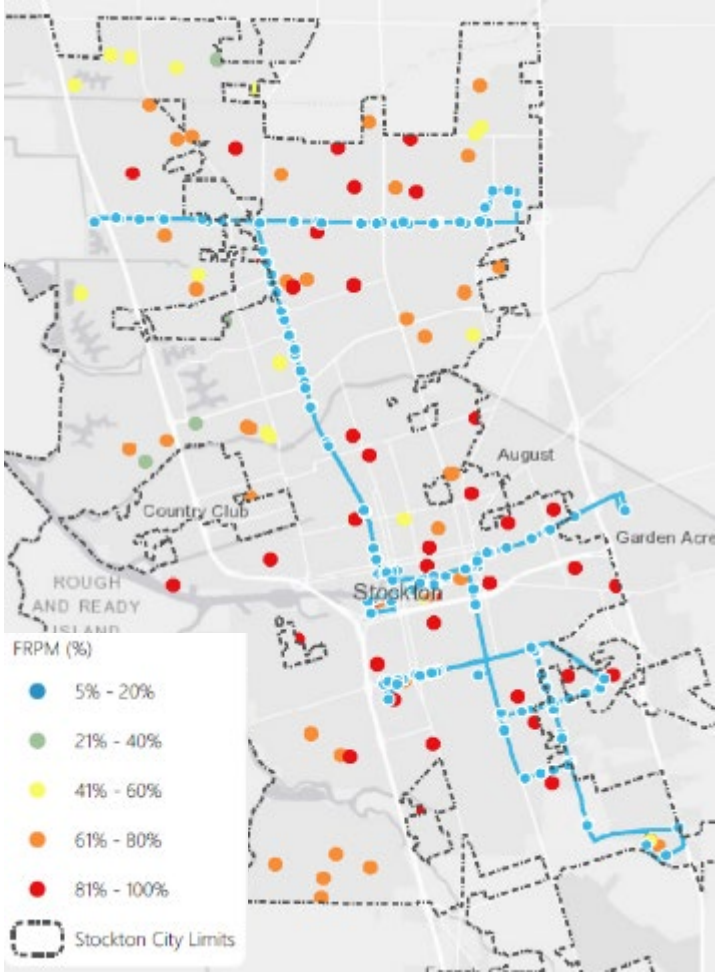


FEHR PEERS

Transit Market Assessment

- Mobily Device Data
- Census & Demographics
- Stakeholder Interviews
- Population & Employment Projections

How do all of these characteristics relate to our existing service lines?



Attachment D
Cover Page

RESOLUTION NO. _____
DATED: AUGUST 19, 2022

RESOLUTION APPROVING THE NEXT GEN SYSTEM REDESIGN STUDY AND PHASED IMPLEMENTATION PLAN AUTHORIZING STAFF TO PROCEED WITH PHASE 1

WHEREAS, the Next Gen Study has provided a closer examination to RTD's current services and suggested strategies in addressing the needs of our community particularly disadvantaged communities.; and

WHEREAS, the project included a series of tasks that comprised of existing conditions analysis, market assessment, developing scenarios, and public outreach to gather input to finalize with a phased approach plan; and

WHEREAS, required funding for Phase 1 of this plan is included in the FY 2023 RTD Operating budget.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the San Joaquin Regional Transit District that the Next Gen System Redesign Study and phased implementation plan authorizing staff to proceed with phase 1 be, and hereby is, approved.