



Marin County Transit District Board of Directors

Monday, April 8, 2024, 9:30 a.m.

Marin County Civic Center

Board of Supervisors' Chambers
3501 Civic Center Drive, Room 330
San Rafael, CA 94903

Join via Zoom or Teleconference:

<https://www.zoom.us/j/87972683373>

+1 669 900 6833

Webinar ID / Access Code: 879 7268 3373

Providing Public Comment

- To provide written public comment prior to the meeting, email info@marintransit.org or use the comment form at www.marintransit.org/meetings. Submit your comments no later than **5:00 P.M. Sunday, April 7, 2024** to facilitate timely distribution to the Board of Directors. Include the agenda item number you are addressing, your name, and address. Your comments will be forwarded to the Board of Directors and will be included in the written public record.
- Public comment is limited to two minutes per speaker unless a different time limit is announced. The Board President may limit the length of comments during public meetings due to the number of persons wishing to speak or if comments become repetitious.
- Participating on Zoom or teleconference: Ensure that you are in a quiet environment with no background noise. To raise your hand on Zoom press ***9** and wait to be called upon by the President or the Clerk to speak. You will be notified that your device has been unmuted when it is your turn to speak. You will be warned prior to your allotted time being over. Your comments will be included in the public record.

General Meeting Information

- Late agenda material can be inspected at the office of Marin Transit, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
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- Nếu bạn cần thông dịch hoặc các hỗ trợ khác, hãy gọi (415) 226-0855 hoặc 711. Để truy cập các hướng dẫn này bằng tiếng Việt, [hãy nhấp vào đây](#).

9:30 a.m. Convene as the Marin County Transit District Board of Directors**1. Consider approval of Directors request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449****2. Open Time for Public Expression**

(Limited to two minutes per speaker on items not on the District's agenda)

3. Board of Directors' Matters**4. General Manager's Report**

- a. General Manager's Oral Report
- b. [Monthly Monitoring Report: January 2024](#)

5. Consent Calendar

- a. [Minutes for February 5, 2024 Board Meeting](#)
- b. [March 2024 Monthly Information Packet](#)
- c. [Federal Legislative Report](#)
- d. [General Manager Contract Awards](#)
- e. [Contract with Park Engineering, Inc. for the Construction Management of Bus Stop Improvements](#)
- f. [Resolution 2024-01 for Application for Low Carbon Transit Operations Program \(LCTOP\)](#)
- g. [Marin County Transit District Second Quarter FY 2023/24 Financial Report](#)
- h. [Policy Updates: Marin Transit's Procurement Policies and Procedures and Diversity Program for Contracts](#)

Recommended Action: Approve.

6. [West Marin Transportation Update and Recommendations](#)

Recommended Action: Authorize expansion of the Marin Access shuttle program for one new pilot shuttle along the coast of West Marin between Stinson Beach and Point Reyes.

Adjourn



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Dennis Rodoni

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Fred Casissa

Alternate
Town of Corte Madera

April 8, 2024

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

Subject: General Manager Report – Monthly Report: January 2024

Dear Board Members:

Recommendation

This is a recurring information item.

Summary

The attached monthly report provides an overview of Marin Transit operations for the monthly period ending January 31, 2023. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall, Marin Transit experienced strong systemwide ridership in January 2024. Total ridership was 10% higher than the previous year (January 2023) and 13% lower than pre-COVID (January 2020).

Fixed route ridership continued to be strong this month, with ridership being 12% higher than the previous year (January 2023) and 90% of pre-COVID (January 2020). Although 90% of pre-COVID is lower than recent months, staff believe this is because January 2024 had fewer school days than January 2020, and do not anticipate the recent COVID recovery trend on fixed-route service to change.

Marin Access had a declining ridership trend starting in September 2022. Last month, December 2023, was the first month since then where Marin Access ridership was roughly the same as the prior year. This month, January 2024, is the first month where Marin Access ridership has increased relative to the prior year (by 8%). Staff believe that this trend of increasing ridership is due to the Marin Access service changes implemented in July and are optimistic it will continue to have a positive effect on ridership going forward.

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



Fiscal/Staffing Impact

None.

Respectfully Submitted,

A handwritten signature in black ink that reads "Nancy E. Whelan".

Nancy Whelan
General Manager

Attachment A: Monthly Ridership Report and Customer Comments

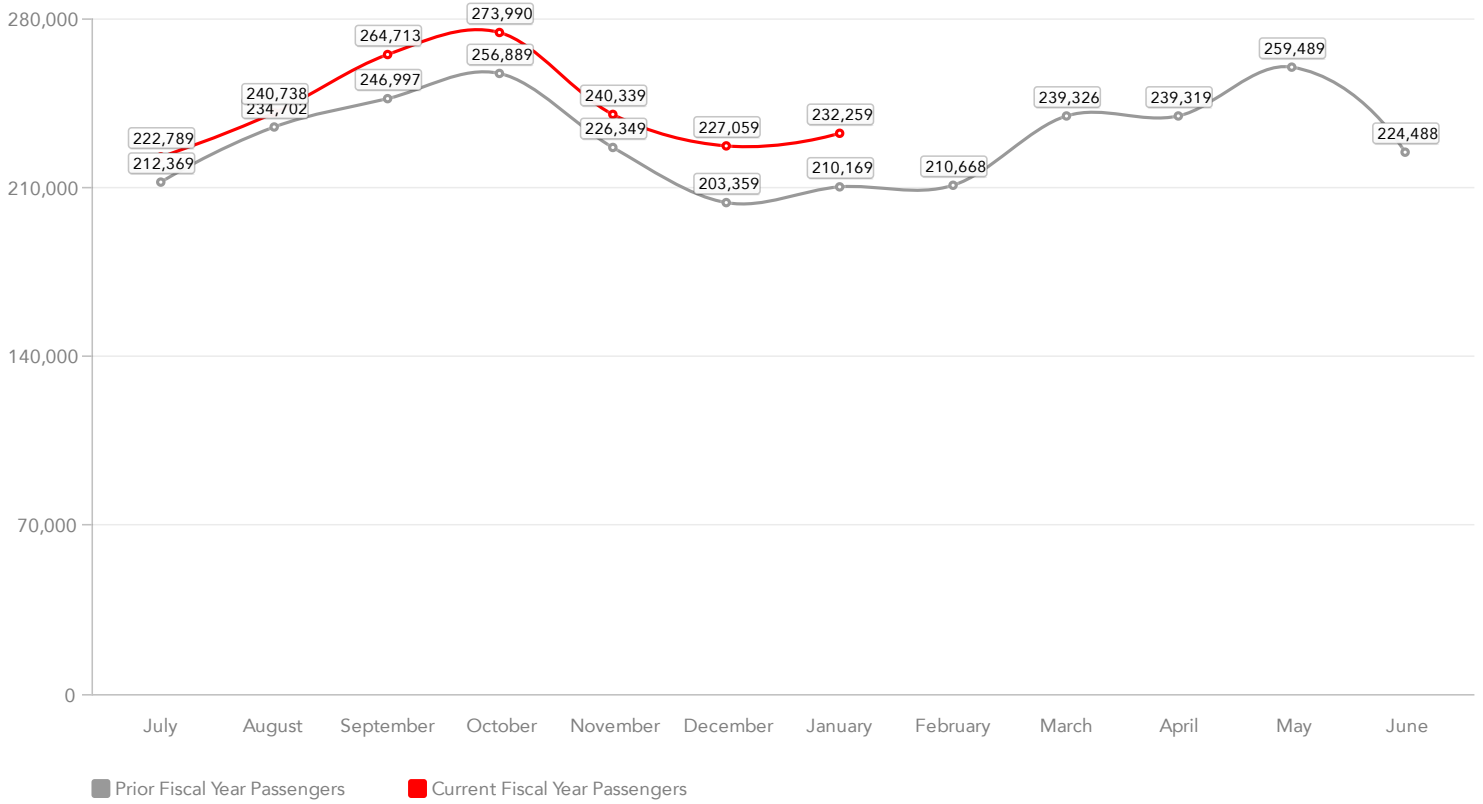


Month: January 2024		Program						Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide	
Commendation	1	0	0	0	4	0	1	6
Service Delivery Complaint	37	7	9	0	2	0	1	56
Accessibility	1	0	0	0	0	0	0	1
Driver Conduct Complaint	12	3	1	0	0	0	0	16
Driving Complaint	5	0	3	0	2	0	1	11
Early Trip	5	0	0	0	0	0	0	5
Equipment Issue	1	0	0	0	0	0	0	1
Farebox	0	0	0	0	0	0	0	0
Late Trip	0	1	1	0	0	0	0	2
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	1	0	1	0	0	0	0	2
No-Show	1	0	1	0	0	0	0	2
Off-Route	1	0	0	0	0	0	0	1
Pass-Up Complaint	10	3	2	0	0	0	0	15
Service Structure Complaint	19	0	3	1	0	1	1	25
Bus Stop Improvement Request	6	0	0	0	0	0	1	7
Fares	0	0	0	0	0	1	0	1
Other Complaint	7	0	2	1	0	0	0	10
Scheduling Complaint	1	0	0	0	0	0	0	1
Service Improvement Suggestion	5	0	1	0	0	0	0	6
Safety Complaint	0	0	0	0	0	0	0	0
Total Service Hours	11,968	1,972	1,366	129	2,121	-	17,673	17,673
Commendations per 1,000 Hours	0.1	0.0	0.0	0.0	1.9	-	0.1	0.3
Complaints per 1,000 Hours	4.7	3.5	8.8	7.7	0.9	-	0.1	4.6
Total Passengers	195,704	16,683	7,450	3,221	3,898	2,053	238,210	238,210
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0
Complaints per 1,000 Passengers	0.3	0.4	1.6	0.3	0.5	0.5	0.0	0.3

FISCAL YEAR MONTH
2024 All

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

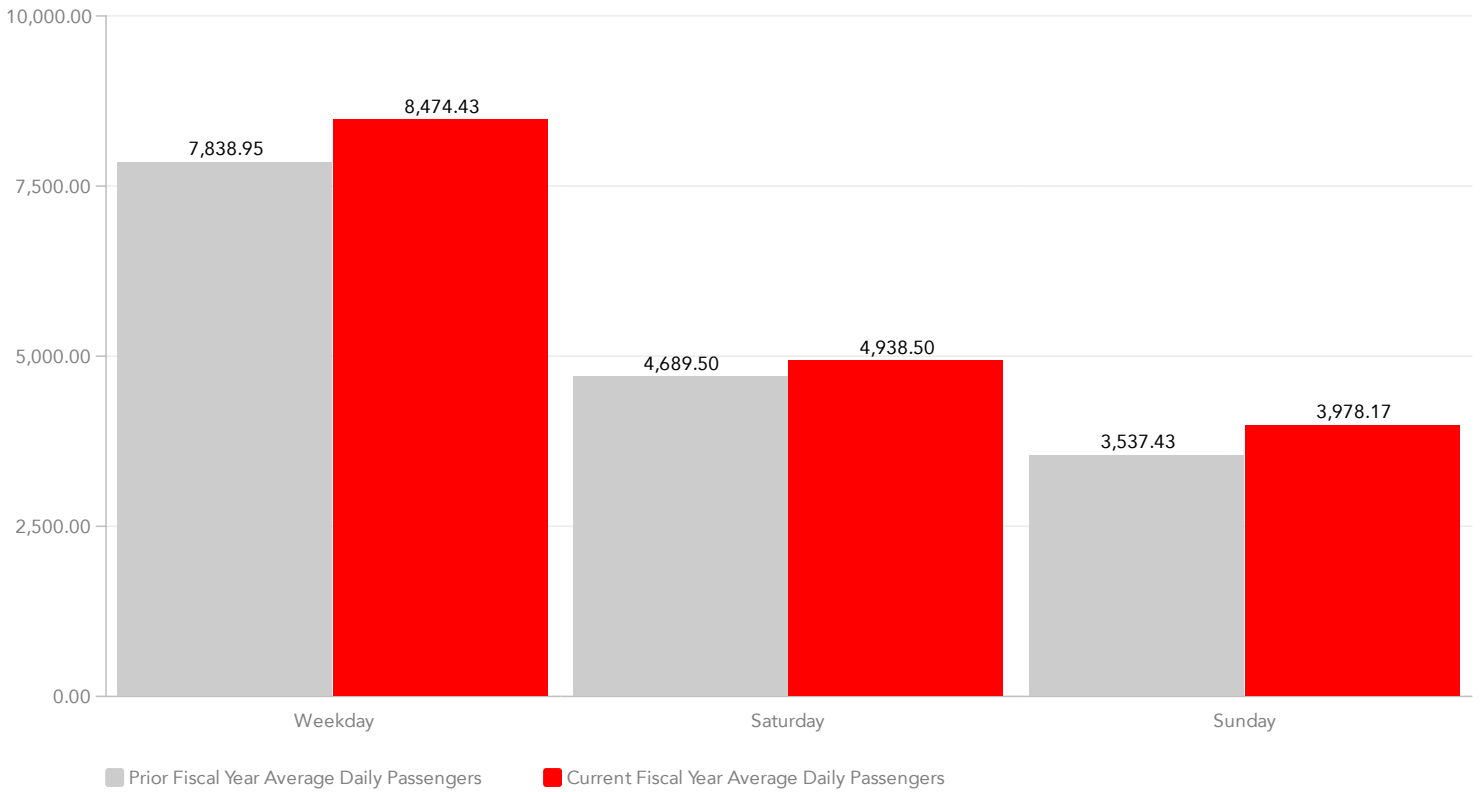


Monthly Comparison

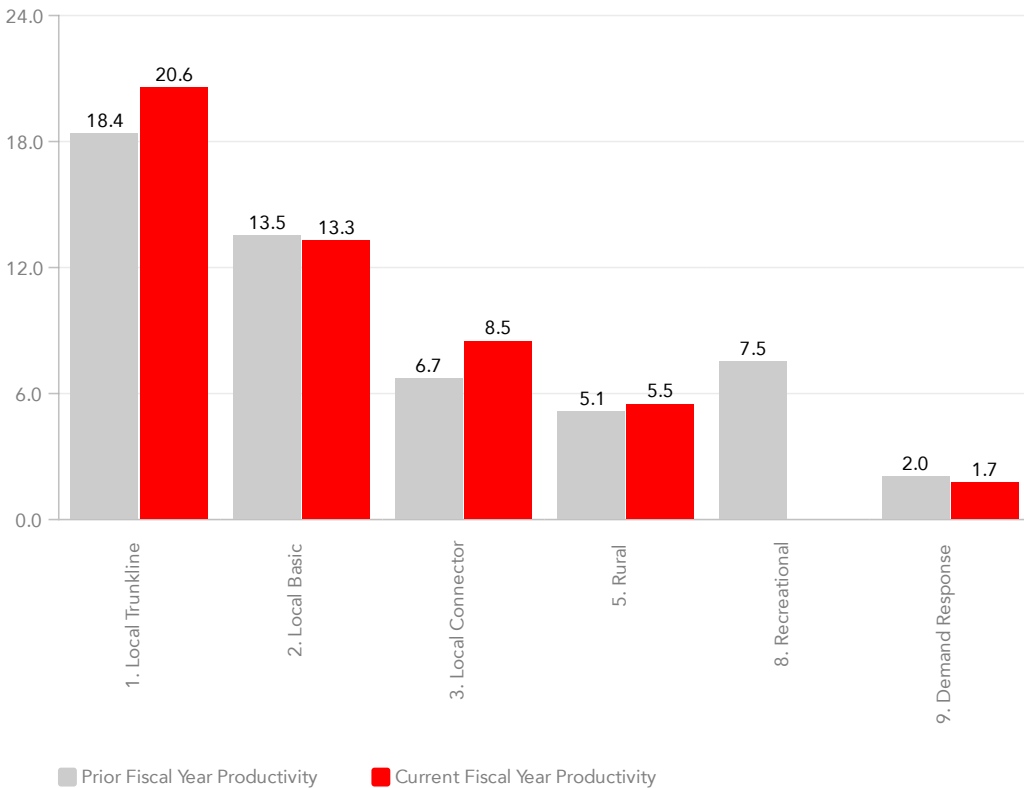
MONTH

Jan

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

- 1. Local Trunkline:
Routes 35, 36, 71
- 2. Local Basic:
Routes 17, 22, 23, 29, 49, 57
- 3. Local Connector:
Routes 219, 228, 233, 245
- 5. Rural:
Routes 61, 68
- 8. Recreational:
Muir Woods Shuttle
- 9. Demand Response:
Local Paratransit, Marin Access Shuttles

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, February 5, 2024 at 9:30 A.M.

Roll Call

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

Absent: None

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

Board President Rice opened the meeting at 9:31 A.M.

1. [Consider approval of Directors request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449](#)

President Colbert reported that all Directors were present in the Board chambers, therefore there were no requests for remote participation by any Directors. President Colbert announced that as several Directors needed to leave the Board meeting early, the agenda would be reordered.

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

President Colbert asked if any member of the Board wished to speak. Seeing none he called for the General Manager's Report.

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

President Colbert deferred the General Manager's Report to the next Board meeting.

4. [Consent Calendar](#)
 - a. [Minutes for January 8, 2024 Board Meeting](#)
 - b. [Marin Transit 2023 Accomplishments and 2024 Look Ahead](#)
 - c. [Contract with Paragon Partners Consultants, Inc. for Relocation & Specialty Appraisal Services](#)
 - d. [Fare Collection Study Final Recommendations](#)

President Colbert called for public comment.

Daniel DeShazo commented that the northbound and southbound real time signage at the Redwood Boulevard and Grant Avenue bus stop in Novato are not working.

Recommended Action: Approve.

M/s: Director Moulton-Peters – Director Rice

Ayes: President Colbert, Vice President Lucan, Second Vice President Sackett, Director Rice, Director Moulton-Peters, Director Rodoni, Director Bushey

Noes: None

Absent: None

Abstain: None

5. [Regional Transportation Revenue Measure](#)

[Staff Report](#)

General Manager Nancy Whelan outlined key elements of the Metropolitan Transportation Commission (MTC)'s framework for enabling legislation for a future regional transportation revenue measure. Ms. Whelan listed the District's draft guiding principles for the regional transportation revenue measure. Ms. Whelan reviewed the agenda item's recommended action.

Director Moulton-Peters asked what a resilience project is.

Ms. Whelan explained what a resilience project is.

Vice President Lucan asked how the funds from the Transportation Authority of Marin (TAM) might be impacted by the timing of future funding plans. He stated there may be a request from TAM to adjust categories based on incoming funding. He expressed a hope that there would be flexibility.

Ms. Whelan acknowledged that TAM's Measure AA expenditure plan has a provision allowing for reconsideration of certain elements in 2026 and that there is the most flexibility within the local transit category.

Director Moulton-Peters asked for Ms. Whelan's thoughts on consolidating local transit agencies as it relates to the District's draft guiding principles in Governance and Oversight.

She wondered what coordination efforts are currently being made in the northern Bay Area.

Ms. Whelan noted that there are currently pending bills related to consolidating the Bay Area's 27 transit agencies. Ms. Whelan outlined the potential challenges that smaller agencies may experience when consolidated with a larger agency. She acknowledged that there have been successful agency consolidations as well. She explained the recent initiative to coordinate with other agencies who serve the Highway 101 corridor. Ms. Whelan stated that staff will push for subregional coordination in their regional network management work.

Director Rice asked Director Moulton-Peters if the draft guiding principles outlined in Ms. Whelan's report addressed the right areas.

Director Moulton-Peters confirmed that they did. She described how the report would provide her with guidance. Director Moulton-Peters explained that some local counties have discussed what it would take to pass the issue in all counties. She noted that some counties are less transit-dependent and have different needs than Marin County.

Director Rice emphasized the importance of considering commuters who travel between Marin County and Contra Costa County and the discussion surrounding the Richmond-San Rafael Bridge.

Ms. Whelan responded that there is a long-range regional planning effort by MTC which considers the corridors between Marin County and Contra Costa County.

President Colbert thanked the Directors for their comments. He thanked Ms. Whelan for her partnership with TAM.

Recommended Action: Endorse principles to guide Marin Transit's participation in regional transit coordination efforts and potential positions on legislation regarding a regional transportation revenue measure.

M/s: Vice President Lucan – Director Rice

Ayes: President Colbert, Vice President Lucan, Second Vice President Sackett, Director Rice, Director Moulton-Peters, Director Rodoni, Director Bushey

Noes: None

Absent: None

Abstain: None

6. [Revised Board Meeting Calendar and Procurement Policy Revision](#)

[Staff Report](#)

General Manager Nancy Whelan reported that Directors have asked staff to consider revising the Board meeting schedule to make meetings occur bimonthly. She explained that after reviewing past agendas, staff are proposing a revised schedule of only seven meetings per year. Ms. Whelan reviewed the procedures that would occur during months without a meeting. She explained staff's reasoning for requesting an increase of the General Manager's contract approval authority.

Second Vice President Sackett requested clarification regarding why staff would provide an information packet during months without a meeting.

Ms. Whelan explained why staff would like to prepare and post information packets between Board meetings.

Director Rodoni asked if the contracts included in the General Manager's approval authority would be within the current fiscal year budget.

Ms. Whelan confirmed that any contracts that would take the District above its budget limits would need to be approved by the Board.

Vice President Lucan asked if the General Manager's report would include a list of contracts approved by the General Manager.

Ms. Whelan responded that staff would provide monthly reports on all contracts approved by the General Manager.

Director Bushey suggested that staff could include a packet summary with each information packet.

Recommended Action: Revise the 2024 Board meeting calendar to change from monthly meetings to meetings every other month, with certain exceptions, and revise the Marin Transit Procurement Policies and Procedures to increase the General Manager's approval authority to contracts valued at less than \$150,000.

M/s: Second Vice President Sackett – Director Moulton-Peters

Ayes: President Colbert, Vice President Lucan, Second Vice President Sackett, Director Rice, Director Moulton-Peters, Director Rodoni, Director Bushey

Noes: None

Absent: None

Abstain: None

7. [Muir Woods Shuttle Evaluation for the 2023 Season](#)

[Staff Report](#)

Senior Transit Planner Asher Butnik reported on the Muir Woods Shuttle's schedule and ridership data during the 2023 season. He summarized financial data for the Muir Woods Shuttle's 2023 season. He explained staff's future considerations and plans for the Muir Woods Shuttle.

Director Moulton-Peters asked why staff are continuing to operate the Muir Woods Shuttle program. Director Moulton-Peters asked if the number of visitors at Muir Woods had increased since the start of the COVID-19 pandemic.

Mr. Butnik noted that ridership, when compared to the amount of service provided, has increased. Mr. Butnik stated that the number of visitors had been rising, however it was not at pre-COVID-19 levels yet.

Director Moulton-Peters suggested that in the future, staff should present a more in-depth report on the Muir Woods Shuttle. She commended the Muir Woods Shuttle service, and asked what could be done to promote additional ridership.

Director Rodoni explained that monitoring traffic is important, and the Muir Woods Shuttle helps minimize traffic congestion. He stated that he is glad that the National Parks Service (NPS) has contributed to reducing the District's costs.

Second Vice President Sackett asked if staff anticipate that the future closure of a Muir Woods parking lot due to construction would increase the Muir Woods Shuttle's ridership.

Mr. Butnik responded that in 2026, one of the lanes on the Muir Woods Shuttle's route will be closed due to construction. Staff will need to reroute the shuttle and reassess vehicle sizing.

Director of Operations & Service Development Robert Betts added that the main parking area at Muir Woods will be under construction as well, although staff do not know when that will happen. That construction may impact the Muir Woods Shuttle's route and the type of vehicle used. As a result, ridership may increase.

Director Moulton-Peters asked if the NPS would receive information similar to what was in Mr. Butnik's report regarding the Muir Woods Shuttle's service and constraints.

Mr. Butnik confirmed that staff have regular discussions with the NPS and additionally provide the NPS with annual reports. Staff will continue to provide the Board with annual reports as well.

Director Moulton-Peters asked Mr. Butnik to elaborate on the Muir Woods Shuttle's fares.

Mr. Butnik clarified that under the new agreement with NPS, the District's contribution is capped and no longer involves passing through the fares.

Director Moulton-Peters asked who receives the fares.

General Manager Nancy Whelan explained that the fares effectively become part of the NPS' contribution.

Director Rice requested that the next staff presentation regarding the Muir Woods Shuttle include information on the number of visitors who hike in, compared to the number of visitors who pay at the front gate. She wondered how many of those visitors take the Muir Woods Shuttle.

President Colbert asked when the next Muir Woods Shuttle report would be provided to the Board.

Ms. Whelan stated the next report would be provided to the Board in April 2024.

Recommended Action: Discussion Item.

8. [Award Operating Contract for Muir Woods Shuttle \(#1242\)](#)

[Staff Report](#)

Operations Manager Kyle French provided background information regarding the Muir Woods Shuttle. Mr. French explained that since the conclusion of the 2023 season, a new cost-sharing agreement with the NPS had been implemented, and staff had released and closed a Request for Proposals (RFP) for operation of the Muir Woods Shuttle. Mr. French outlined the specifications of the proposed agreement with Bauer's Intelligent Transportation, Inc. (Bauer's IT, Inc.).

Second Vice President Lucan asked how the District's agreement with the NPS would affect the agreement with Bauer's IT, Inc.

General Manager Nancy Whelan stated that annually, staff meet with NPS staff to determine how much service would be operated and determine financial contributions. Under the current agreement, the District's contribution is capped, with an escalation. Director of Operations & Service Development Robert Betts explained how the District's capped contribution would escalate.

Second Vice President Lucan asked if the agreement is for multiple years, or if it would be reevaluated.

Mr. Betts responded that it is a multi-year agreement, which would be re-signed annually. Ms. Whelan clarified that the agreement is for the budget which is approved by both parties annually.

Second Vice President Lucan commended staff's work in negotiating the agreement.

Director Moulton-Peters asked if other National Park shuttle programs inform the Muir Woods Shuttle.

Mr. Betts responded that the Muir Woods Shuttle is unique and is sometimes used as a model for other National Parks.

Director Moulton-Peters expressed appreciation for staff's explanation of the District's contributions to the Muir Woods Shuttle service.

Recommended Action: Authorize General Manager, with concurrence from our partner National Parks Service (NPS), to execute a one-year agreement with three options years with Bauer's Intelligent Transportation, Inc. (Bauer's IT, Inc.) (#1242), in an amount not to exceed of \$1,000,000 for the one year base contract.

M/s: Director Rodoni – Director Moulton-Peters

Ayes: President Colbert, Vice President Lucan, Second Vice President Sackett, Director Rice, Director Moulton-Peters, Director Rodoni, Director Bushey

Noes: None

Absent: None

Abstain: None

9. [Addition of One Full Time Staff Position](#)

[Staff Report](#)

Director of Administrative Services Holly Lundgren provided justification for staff's request to add one full time staff position to the District's Operations department. Ms. Lundgren explained the financial impacts of the addition of the position.

Director Bushey emphasized the importance of the new position's focus on the District's school services.

Director Moulton-Peters endorsed the additional position as it would support local transit services.

President Colbert commended staff's work on the Ross Valley Yellow Bus program.

Recommended Action: Authorize the addition of one staff position in the District's Operations department.

M/s: Second Vice President Sackett – Director Bushey

Ayes: President Colbert, Vice President Lucan, Second Vice President Sackett, Director Rice, Director Moulton-Peters, Director Rodoni, Director Bushey

Noes: None

Absent: None

Abstain: None

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

President Colbert asked if any member of the public wished to speak. Seeing none he adjourned the meeting.

Adjourn President Colbert adjourned the meeting at 10:27 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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Board of Directors

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Maribeth Bushey

Director
City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera

April 8, 2024

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

Subject: March 2024 Monthly Information Packet Summary

Dear Board Members:

Recommendation

Information only.

Summary

On February 5, 2024, the Marin Transit Board of Directors revised the 2024 Board meeting calendar to meet in even numbered months and the month of May. In months when the Board does not meet, staff provides an information packet to the Board and public on its website. The first of these information packets was posted on March 4, 2024 and included a brief summary of the items.

The March information packet summary is attached and is included in your Board's April 8, 2024 agenda to provide an opportunity for the Board and public to comment on the information items. The summary includes links to each of the information items made available on March 4th.

Fiscal/Staffing Impact

There is no current fiscal or staffing impact.

Respectfully Submitted,

Nancy Whelan
General Manager

Attachment A: March 2024 Monthly Information Packet Summary



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Board of Directors

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March 4, 2024

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

Subject: March 2024 Monthly Information Packet

Dear Board Members:

On February 5, 2024, the Marin Transit Board of Directors approved a recommendation to revise the 2024 Board meeting calendar. The Board will meet in even numbered months and in May for a total of seven meetings per year. Staff will provide routine information to the Board and public on its website in odd numbered months when the board does not meet. This is the first of the planned information packets.

[Attachment 1: General Manager's Report \(February and March\)](#)

This report includes the General Manager's Report for activities in January and February 2024. Highlights include: the TAM Citizens Oversight Committee tour of Marin Access Facilities and the Marin Sonoma Narrows project and updates on the Marin Sonoma Transit Coordination study.

[Attachment 2: Monthly Monitoring Report \(December 2023\)](#)

Overall, Marin Transit experienced strong systemwide ridership growth in December 2023. Total ridership was 11% higher than the previous year (December 2022) and 7% lower than pre-COVID (December 2019).

[Attachment 3: Federal Legislative Report \(January and February 2024\)](#)

The report identifies Congressional actions and federal funding opportunities and announcements. One item of note is that FTA issued a "Dear Colleague" letter that consolidates FTA's existing guidance and highlights tools available to transit agencies to address trends and challenges in federally funded bus procurements, including information about managing component prices, modifying contracts, lowering vehicle contract and production costs, and reducing unnecessary customization.

[Attachment 4: Quarterly Performance Report for the Second Quarter of FY 2023/24](#)

This report summarizes the operational performance of Marin Transit services for the second quarter of FY 2023/24 from October 1, 2023 through December 31, 2023. The Quarterly Performance Report provides detailed route-level



statistics, analyzes trends, and evaluates performance measures established under Measure A and Measure AA.

In the second quarter of FY 2023/24, Marin Transit carried a total of 757,931 passengers systemwide. This represents a ridership increase of 8% compared to the second quarter of the previous fiscal year and is 7% lower than pre-pandemic ridership (Q2 FY2019/20).

[Attachment 5: Catch-A-Ride Pilot Program Initial Findings](#)

On July 1, 2023, Marin Transit initiated a 12-month pilot program changing the Catch-A-Ride program to a voucher-based program which offers riders the choice of two types of vouchers for use with external providers. Initial findings on pilot program performance based on its first six months indicate that the program is successful, ridership is growing, and subsidy per trip has decreased compared to the previous Catch-A-Ride program. Staff will present a formal evaluation of the pilot program later this year.

[Attachment 6: Marin Transit Comments on the Northgate Town Square DEIR](#)

Today Marin Transit staff submitted a letter commenting on the Northgate Town Square Draft Environmental Impact Report (DEIR). We indicated our strong support for this redevelopment of the Northgate Mall into a transit-oriented, mixed-use development. Our comments are related to realizing the full potential of this transit-oriented development, and to ensuring there are no unintended negative impacts to bus riders and bus services from this project. Our comments are briefly listed here and discussed in more detail in the letter: 1) the DEIR does not quantify the number of new bus transit trips that will be generated by the project, and therefore does not analyze potential impacts of these new riders on existing bus services and riders; 2) the DEIR does not examine potential delay to existing bus services operating adjacent to the site; 3) the project does not offer transit improvements or incentives to attract new transit riders or encourage more transit use; and 4) some minor edits and corrections are needed to accurately describe current bus routes and services.

Contracts: The General Manager did not approve any contracts valued between \$50,000 and \$150,000 this month.

Respectfully Submitted,

A handwritten signature in black ink that reads "Nancy E. Whelan".

Nancy Whelan
General Manager



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April 8, 2024

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

Subject: March 2024 Federal Legislative Report

Dear Board Members:

Recommendation

This is a recurring information item.

Summary

In March 2023, your Board approved a contract for federal advocacy services with Carpi & Clay. Carpi & Clay provide a monthly Federal Update as a part of their services. The attached monthly report for March 2024 provides an overview of federal transportation activity including Congress' approval of FY 2024 appropriations, federal budget information, legislation, funding award announcements, grant opportunities, and regulatory announcements.

Fiscal/Staffing Impact

None.

Respectfully Submitted,

Nancy Whelan
General Manager

Attachment A: Federal Update March 2024

Congress Completes Fiscal Year 2024 Appropriations

This month, at nearly the halfway mark of the new fiscal year, Congress successfully avoided a shutdown by passing two minibus appropriations packages. These measures provide funding for the remainder of Fiscal Year 2024 (FY24). The first package ([H.R. 4366](#)), comprising of six bills and totaling around \$459 billion in discretionary spending, was signed into law on March 9th. Two weeks later, the second package ([H.R. 2882](#)) encompassing the remaining six bills and totaling approximately \$1.2 trillion in discretionary spending, was signed into law. With all 12 spending bills now enacted, the federal government's funding is secured through FY24 which ends on September 30, 2024. Congress has now shifted its focus to the funding for FY25, with members currently accepting requests for programmatic, language and community project funding/congressionally directed spending.

President Biden Submits Fiscal Year 2025 Budget to Congress

Following the State of the Union Address, President Biden [submitted](#) his FY25 Budget Proposal to Congress. The budget includes funding priorities for the Biden administration for Congress to consider when drafting the FY25 appropriations bills. The budget details \$7.2 trillion in spending for FY25 and protects a deficit reduction of two percentage points by FY34. A list of fact sheets on programs included in the budget can be found [HERE](#).

FTA Announces Fiscal Year 2024 Transit Formula Grant Apportionments

The Federal Transit Administration (FTA) [announced](#) \$9.9 billion in total funding available through several transit formula grant programs. The funding to states, urbanized areas and tribal governments is based on statutory formulas and represents a partial year of federal support for transit. This announcement includes two changes that impact FY24 apportionment amounts:

- FY24 apportionments reflect the U.S. Census Bureau's new urbanized area boundaries and population figures released in December 2022.
- FTA used transit agencies' most recent service numbers (2022) reported to the National Transit Database (NTD) to calculate apportionments.
 - In FY22 and FY23, due to the COVID-19 pandemic's impact on ridership nationwide, FTA used the service data from each NTD reporter's annual report that had the highest vehicle revenue miles from either 2019 or the most recent year reported.

FTA plans to address these changes in further detail after the full-year FY24 appropriations are signed into law. These partial-year funding tables cannot be used to accurately estimate full-year apportionments for an urbanized area. Given the nature of some of the formulas, the five-month funding totals at FY23 levels will not add up accurately to full FY24 funding.

FHWA Publishes Manufactured Products NPRM

The Federal Highway Administration (FHWA) is proposing to discontinue its general waiver of Buy America requirements for manufactured products and in doing so, require FHWA recipients to start applying Buy America requirements to manufactured products. FHWA is also proposing standards for applying Buy America to manufactured products if the agency discontinues the waiver. Comments are due by May 6th.

Reclamation Releases Final SEIS for Near-Term Colorado River Operations

The Bureau of Reclamation has released the Final Supplemental Environmental Impact Statement (SEIS) for Near-Term Colorado River Operations. The preferred alternative will allow the conservation of 3 million acre-feet through the end of 2026, which is when the current guidelines expire. Reclamation is developing a long-term solution to develop new guidelines to replace the 2007 Colorado River Interim Guidelines for post-2026 operations. Reclamation expects to release a draft long-term EIS by the end of 2024, and the final EIS is expected by late 2025.

House Appropriations Chair To Step Down

Retiring House Appropriations Committee Chair Kay Granger (R-TX) announced her intent to step down early as Chair of the House Appropriations Committee and is urging the House Republican Leadership to immediately appoint a new Committee Chair. Granger, who has confirmed she won't seek re-election, plans to fulfill her current term in Congress, but anticipates the FY25 government funding package to materialize "well into the next fiscal year." As a result, she has requested for her replacement to begin before the end of the current Congress. Two seasoned members of the Appropriations Committee, Representatives Tom Cole (R-OK) and Robert Aderholt (R-AL), have signaled their interest in the position.

Additional Members Announce Resignations and Retirements

In March, additional Members of Congress announced their resignation or plans to retire. This brings the total retirement count to 50 members; eight senators and 42 representatives. Representative Ken Buck (R-CO) resigned from the House on March 22nd, and a special election to fill the remainder of his term is scheduled for June 25th. Representative Mike Gallagher (R-WI) announced his intent to resign effective April 19th. In the race to replace former Representative and Speaker of the House Kevin McCarthy (R-CA), two Republicans, Vince Fong and Mike Boudreaux, advanced to a runoff scheduled for May 21st. On the Senate side, Senator Kyrsten Sinema (I-AZ) announced her intent to retire at the end of the 118th Congress.

Legislative Activity

FAA Authorization Extended Through May 10th. On March 8th, President Biden signed the *Airport and Airway Extension Act of 2024* ([H.R. 7454](#)), extending authorizations for the Federal Aviation Administration (FAA) through May 10th. The bill extends Unmanned Aircraft Systems (UAS) pilot programs, weather reporting programs, the Remote Tower Pilot Program, and the Essential Air Service Program. The law also extends authorization for the Airport Improvement Program, the Airport and Airway Trust Fund, and a partnership with the Departments of Homeland Security and Justice to mitigate credible threats from UAS. Legislators in the House and Senate continue to reconcile differing long-term FAA reauthorization bills, which necessitated the stop-gap extension until May 10th.

President Biden Signs Disaster Assistance Deadlines Bill. On March 18th, President Biden signed the *Disaster Assistance Deadlines Alignment Act* ([S. 1858](#)) into law. The law updates the deadline for applying for disaster unemployment insurance, aligning it with the application deadline for other assistance programs under the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* ([P.L. 100-707](#)). The law aims to minimize confusion among disaster survivors by setting deadlines for both the Individual and Households Program and the Disaster Unemployment Assistance program to at least 60 days following a federal disaster declaration.

Senate Passes Recycling and Composting Act. On March 12th, the Senate passed the *Recycling and Composting Accountability Act* ([S. 1194](#)) by unanimous consent. The legislation would establish data collection and reporting requirements for composting and recycling programs primarily at the Environmental Protection Agency (EPA). EPA would be required to issue reports related to composting and recycling programs that inventory facilities that recycle residential materials, detail data related to curbside and drop-off recycling and composting programs, and disseminate best practices that states, local governments, and tribes can use to support recycling and composting programs. The bill now heads to the House where a companion bill of the same name ([H.R. 4040](#)) has been under consideration by the Energy and Commerce Committee since June 2023.

EDA Reauthorization Bill Introduced. Senate Committee on Environment and Public Works (EPW) Chairman Tom Carper (D-DE) and Ranking Member Shelley Moore Capito (R-WV), along with EPW Transportation and Infrastructure Subcommittee Chairman Mark Kelly (D-AZ), and Ranking Member Kevin Cramer (R-ND) introduced the *Economic Development Act of 2024* ([S. 3891](#)). The bill would reauthorize and reform programs at the Economic Development Administration (EDA) for workforce development and disaster assistance. The legislation would also update and authorize laws regarding federal regional commissions and would establish two new regional commissions. Following a markup, EPW reported the bill favorably and it now heads to the full Senate for consideration.

Special District Grant Accessibility Bill Introduced in House. Representatives Pat Fallon (R-TX) and Brittany Pettersen (D-CO) introduced the *Special District Grant Accessibility Act* ([H.R. 7525](#)). The legislation would codify a formal definition of “special district” at the federal level. Additionally, the bill would direct federal agencies to recognize special districts as local governments for the purpose of ensuring eligibility to receive appropriate forms of federal assistance, including funding and resources. On March 7th, the House Committee on Oversight and Accountability reported the bill by a vote of 38-2. It now heads to the full House for consideration.

Federal Funding Opportunities & Announcements

DOE Publishes RECI NOFO. The Department of Energy (DOE) released a [NOFO](#) for availability of \$90 million through the Resilient and Efficient Codes Implementation (RECI) program. The funding supports the cost-effective implementation of updated energy codes to reduce greenhouse gas emissions and promote resilient infrastructure. Applications are due by June 6th.

DOE Announces Battery Recycling Awards. DOE [announced](#) \$62 million for 17 projects through the Consumer Battery Recycling, Reprocessing, and Battery Collection program. The funding supports expanding participation in consumer electronics recycling, growing the market for recycled batteries, and establishing new state and local programs to collect, recycle, and reprocess lithium ion batteries.

DOT Publishes Innovative Finance and Asset Concession Grant Program NOFO. The Department of Transportation (DOT) published a [NOFO](#) for the availability of \$57.72 million through the Innovative Finance and Asset Concession Grant Program. Eligible applicants are public entities that own, control, or maintain assets that could be enhanced through projects eligible for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance. Grants can support a variety of asset development tasks, such as: identification of appropriate assets; planning and design; soliciting and negotiating contracts or concession agreements; cost/benefit or value for money analyses; lifecycle cost analysis; securing financial expertise or legal service; or other pre-construction or pre-development activities. Two types of grants are available: *Technical Assistance Grants* will be awarded to build organizational capacity to develop, review, or enter into asset concessions to advance TIFIA-eligible projects. *Expert Services Grants* will be awarded for project development of identified assets, including hiring professional services to explore opportunities for leverage. Applicants can seek either type of grant but must choose one for this round of funding. Applications are due by May 10th.

DOT Announces Reconnecting Communities Grant Awards. DOT [announced](#) \$3.33 billion for 132 projects through the Reconnecting Communities Pilot and Neighborhood Access and Equity discretionary grant program. The funding is aimed at reconnecting communities that were cut off by transportation infrastructure decades ago, leaving entire neighborhoods without direct access to opportunity, like schools, jobs, medical offices, and places of worship. In this round of funding for the Reconnecting Communities Pilot

and Neighborhood Access and Equity program, the Department is awarding 72 Planning Grants, 52 Capital Construction grants and 8 Regional Planning grants.

DOT Announces SMART Grant Awards. DOT [announced](#) over \$50 million in grant awards for 34 technology demonstration projects through the Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program. Projects funded help to leverage advances in technology to create safer, more efficient, and more innovative transportation systems.

DOT Releases SIRC Program NOFO. DOT released a [NOFO](#) for the availability of \$45 million through the Strategic Innovation for Revenue Collection (SIRC) Program. This grant funds projects that test the feasibility of a road usage fee and other user-based alternative revenue mechanisms to maintain the long-term solvency of the Highway Trust Fund. Applications are due by May 27th.

EPA Publishes Clean Ports Program NOFO. The Environmental Protection Agency (EPA) announced a [NOFO](#) for the availability of \$3 billion through the new Clean Ports Program. The Clean Ports Program is designed to help ports transition to fully zero-emissions operations, serving as a catalyst for transformational change across the freight sector. To achieve this, EPA is releasing two separate Notice of Funding Opportunities (NOFOs) as part of the \$3 billion. The \$2.79 billion [Zero-Emission Technology Deployment Competition](#) will directly fund zero-emission port equipment and infrastructure to reduce mobile source emissions at U.S. ports. Eligible uses of funding include human-operated and maintained zero-emission cargo handling equipment, harbor craft and other vessels, electric charging and hydrogen fueling infrastructure, and other technology investments. Applications under this competition will be evaluated under multiple tiers to ensure that funds are distributed across ports of varied sizes and types, and to ensure funding for ports serving Tribal communities. The approximately \$150 million [Climate and Air Quality Planning Competition](#) will fund climate and air quality planning activities at U.S. ports — including emissions inventories, strategy analysis, community engagement, and resiliency measure identification. Applications for both competitions are due by May 28th.

EPA Publishes P2 Program NOFOs. EPA published two NOFOs as part of its Pollution Prevention (P2) program. The first [NOFO](#) is for the availability \$9.94 million in funding available over a two-year funding cycle with a cost share/match requirement of 50 percent. The second [NOFO](#) is for the availability of \$13.9 million funded by the Bipartisan Infrastructure Law (BIL) without the matching requirement of traditional P2 grants, and with immediate disbursement of funds. Both opportunities provide funding for technical assistance for the development and implementation of pollution prevention plans. Applications for both opportunities are due by May 17th.

FAA Announces Aviation Maintenance Technical Workers Workforce Development Grant Awards. FAA [announced](#) \$9 million in grant awards will go to 20 schools to help establish new educational programs; provide scholarships or apprenticeships; conduct

outreach about careers in the aviation maintenance industry; and support educational opportunities related to aviation maintenance in economically disadvantaged areas.

FAA Announces Aircraft Pilots Aviation Workforce Development Grant Awards. FAA [announced](#) \$4.5 million in grant awards to thirty-two schools through the Aircraft Pilots Aviation Workforce Development Grants Program. The schools can use the funding to create and deliver curriculums designed to prepare high school students to become pilots, aerospace engineers or drone operators. Grants may also be used to support the professional development of teachers.

FAA Announces AIG Awards. FAA [announced](#) \$110 million in the third round of Airport Infrastructure Grant (AIG) awards to 74 airports in 32 states. The funding will help fund airport and runway infrastructure.

FAA Announces Contract Tower Competitive Grant Awards. FAA [announced](#) \$20 million for 20 airport-owned airport control towers in 17 states. The funding will be used to upgrade existing or build new control towers.

FEMA Releases SAFER NOFO. The Federal Emergency Management Agency (FEMA) has released a [NOFO](#) for the availability of \$360 million through the Staffing for Adequate Fire and Emergency Response (SAFER) grant program. The SAFER program provides financial assistance to help fire departments increase frontline firefighters by hiring firefighters or recruiting and retaining volunteer firefighters. Applications are due by April 12th.

FHWA Publishes Competitive Grant Matrix. FHWA published a [competitive grant matrix](#) that lists grant programs, which can be matched with the potential applicant the program can fund. Potential applicants are encouraged to review program specific guidance to make informed decisions about each program.

FHWA Publishes ATIIIP Grants NOFO. FHWA published a [NOFO](#) for the availability of \$44.55 million through the Active Transportation Infrastructure Investment Program (ATIIIP). Grants will help fund projects that build networks of connected bicycle and pedestrian infrastructure improvements, including to better connect trail networks between communities. Funding will be available in two different categories (1) planning and design grants and (2) construction grants. Applications are due by June 17, 2024.

FHWA Publishes Low-Carbon Transportation Materials Grants Program RFA. FHWA [announced the availability](#) of \$2 billion to fund low carbon materials that create less pollution by reducing the levels of embodied greenhouse gas emissions, including concrete (and cement), glass, asphalt mix, and steel. In FHWA's Low Carbon Transportation Materials (LCTM) Program \$1.2 Billion is available to State Departments of Transportation (including District of Columbia and Puerto Rico) through a request for applications (RFA) to fund activities and projects that advance the use of low carbon materials and products. This RFA approach allows FHWA to quickly provide reimbursement or incentive funds to states to begin eligible activities and incorporate low

carbon materials on construction projects now. In the coming months FHWA will also make available \$800 million to target non-State applicants, including metropolitan planning organizations, local governments or agencies, federally recognized tribes, Federal Lands Management Agencies, and other agencies through a Notice of Funding Opportunity (NOFO). FHWA encourages non-State applicants to partner with states on applications and projects. Applications are due by June 10th.

FHWA Publishes RFC on PROTECT Discretionary Grant Metrics. FHWA [published metrics](#) for the purpose of evaluating the effectiveness and impacts of projects under the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Program. The FHWA will select a representative sample of projects to evaluate using these metrics. Comments are due by May 20th.

FMCSA Publishes FY 2024 High Priority Program – Commercial Motor Vehicle NOFO. The Federal Motor Carrier Safety Administration (FMCSA) published [NOFO](#) for innovative technologies Program-Commercial Motor Vehicle (HP-CMV) which will fund CMV safety-related activities that increase public awareness and education on CMV safety, target unsafe driving in high-risk crash corridors, demonstrate new technologies to improve CMV safety, improve safety data, and support other projects that help meet FMCSA’s mission of improving CMV safety nationwide. Applications are due by April 19th.

FMCSA Publishes FY 2024 High Priority Program – Innovative Technology Deployment NOFO. FMCSA published a [NOFO](#) to support innovative and impactful projects that advance the technological capability and promote the deployment of intelligent transportation system applications for truck parking information management systems and other CMV operations; support and maintain CMV information systems/networks to link Federal motor carrier safety information systems with state CMV systems; improve safety and productivity of CMVs and commercial drivers; and reduce costs associated with CMV operations and regulatory requirements. Applications are due by April 19th.

FMCSA Publishes FY 2024 Commercial Motor Vehicle High Priority Enforcement Training and Support NOFO. FMCSA published a [NOFO](#) for the Commercial Motor Vehicle High Priority Enforcement Training and Support Program. The program funds the development and delivery of motor carrier safety training to non-Federal employees who conduct CMV enforcement activities in accordance with Federal Motor Carrier Safety Regulations (FMCSR), Hazardous Materials Regulations (HMR), and the Commercial Vehicle Safety Alliance’s (CVSA) Out-of-Service criteria; and to develop related training materials to increase awareness and education on CMV safety and otherwise improve CMV safety. Applications are due by April 19th.

FMCSA Publishes FY 2024 Commercial Motor Vehicle Operator Safety Training Program NOFO. FMCSA published a [NOFO](#) for the Commercial Motor Vehicle Operator Safety Training Program will fund programs that help implement and enhance the national commercial driver’s license (CDL) program, which is focused on ensuring each CDL

driver has only one driving record and licensing document, commonly referred to as “One Driver — One License — One Record.” Applications are due by April 19th.

FRA Releases FY23 and FY24 CRISI NOFO. FRA released a [NOFO](#) for the availability of \$2.48 billion through the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program for FY23 and FY24. Funding will support projects that improve railroad safety, efficiency, and reliability, mitigate congestion at both intercity passenger rail and freight rail chokepoints, enhance multi-modal connections, and new or improved Intercity Passenger Rail Transportation corridors. Applications are due by May 28th.

FRA Announces IRC Grant Awards. FRA [announced](#) an award of \$900,000 to three entities through the Interstate Rail Compacts (IRC) Grant Program. The program helps fund activities that improve, promote, and develop intercity passenger rail service, including activities related to the financing of such service, and to encourage multi-state grant applications. The awardees include:

- Illinois – Midwest Interstate Passenger Rail Commission Expansion Project (up to \$300,000)
- Louisiana – Southern Rail Commission Rail-Ready Project (up to \$400,000)
- North Carolina – VA-NC Compact Administration & Southeast Rail Network Analysis Project (up to \$200,000)

HUD Announces GRRP Loan and Grant Awards. The Department of Housing and Urban Development (HUD) [announced](#) \$173.8 million in loan and grant awards through the Green and Resilient Retrofit Program (GRRP). The funding will support energy efficiency and climate resilient renovations at 25 properties in seven states participating in HUD’s multifamily project-based rental assistance programs for low-income individuals, families, and senior citizens.

NFWF Releases America the Beautiful Challenge RFP. The National Fish and Wildlife Foundation (NFWF) released a [Request for Proposals](#) (RFP) for the \$119 million America the Beautiful Challenge 2024. The challenge consolidates funding from multiple federal agencies and the private sector to support the planning and development of large-scale, locally led environmental conservation projects on public, tribal, or private lands. RFPs are due by April 4th.

MARAD Releases PIDP NOFO. DOT’s Maritime Administration (MARAD) released a [NOFO](#) for the availability of \$450 million through the Port Infrastructure Development Program. Funding supports modernizing coastal and inland waterway ports through projects that address the safety, efficacy, or reliability of the movement of goods through ports and intermodal connections to ports. Applications are due by May 10th.

Reclamation Extends WaterSMART Planning and Project Design Deadline. The Reclamation extended the submission deadline for the WaterSMART Planning and Project Design [NOFO](#). The program includes funding for Water Strategy grants to conduct water supply planning activities, Project Design grants to conduct project-specific design,

and Drought Contingency Plan grants to conduct comprehensive drought planning. The new deadline for applications is May 21st.

Reclamation Extends WaterSMART Large-Scale Recycling Projects Deadlines. Reclamation announced [NOFO](#) deadline extensions for Round 2 and Round 3 of funding through the WaterSMART Large-Scale Water Recycling grant program. A total of \$180 million is available for local water agencies to plan, design, and construct water reclamation and reuse projects. The extended deadline for Round 2 is May 31st, and the deadline for Round 3 is November 26th.

Federal Agency Personnel & Regulatory Announcements

President Biden Announces Three FERC Nominees. President Biden announced three nominees for Commissioner of the Federal Energy Regulatory Commission (FERC). The nominees are:

- Judy Chang (D)
- David Rosner (D)
- Lindsay See (R)

The Senate Energy & Natural Resources Committee held a hearing on the nominees on March 21st.

HUD Secretary Announces Departure. Department of Housing and Urban Development (HUD) Secretary Marcia Fudge announced her resignation, effective March 22nd. HUD Deputy Secretary Adrienne Todman will serve as Acting Secretary until President Biden submits a nomination to the Senate for the role.

ACRP Publishes Report on AAM Community Outreach. The Airport Cooperative Research Board (ACRP) of the National Academies of Sciences published a [report](#) titled “Advanced Air Mobility and Community Outreach: A Primer for Successful Stakeholder Engagement.” The report offers strategies and tools to help airport operators encourage and promote engagement with advanced air mobility (AAM) operators, government agencies, and communities. The report covers a broad scope of engagement issues, including the emerging topics of equity and environmental justice. The report will be of particular interest to airport industry practitioners wishing to integrate stakeholder and community engagement into local planning efforts as AAM develops and evolves in their regions.

DHS Releases AI Roadmap. The Department of Homeland Security (DHS) released its report titled “[Artificial Intelligence \(AI\) Roadmap 2024](#)” to provide a basis for developing AI technology while protecting the public from irresponsible or adversarial use of the technology. The roadmap aligns with President Biden’s Executive Order 14110, *Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence*.

DOE Releases Biomass Production Report. DOE released the “[2023 Billion-Ton Report](#)” on the sustainable production of biomass. The report details how the US could triple annual biomass production to more than one billion tons in a sustainable manner.

DOT Publishes Safe and Accessible Air Travel NPRM. DOT published a [notice of proposed rulemaking](#) (NPRM) that would strengthen the implementation of the Air Carrier Access Act (ACAA) to address the serious problems that individuals with disabilities using wheelchairs and scooters face when traveling by air that impact their safety and dignity, including mishandled wheelchairs and scooters and improper transfers to and from aircraft seats, aisle chairs, and personal wheelchairs. The proposed rule would address penalties and remedies for wheelchair mishandling; safe, dignified, and prompt assistance to those with disabilities; and improved standards on plans. Comments are due by April 29, 2024.

DOT Publishes New Report on Best Practices to Expand Access to Jobs and Economic Opportunity Through Transportation Infrastructure Investments. DOT has published a new [report](#) titled “Investing in America: Best Practices to Expand Access to Jobs and Economic Opportunity Through Transportation Infrastructure Investments.” The report includes detailed recommendations on how state and local transportation agencies can expand access to jobs and opportunities for several underrepresented groups. It also explains how DOT has been successful in getting more transportation agencies to include workforce plans for their projects and to make use of tools such as local and economic hiring preferences.

DOT Announces Industry-Wide Privacy Review of Airlines. DOT announced that the Office of Aviation Consumer Protection (OACP) will undertake a [privacy review](#) of the nation’s ten largest airlines regarding their collection, handling, maintenance, and use of passengers’ personal information. As part of the privacy review, DOT sent a letter to Allegiant, Alaska, American, Delta, Frontier, Hawaiian, JetBlue, Southwest, and Spirit requesting information in the following three areas:

- Policies and procedures relating to the collection, maintenance, handling, and use of airline passengers’ personal information, including policies and procedures relating to monetization of passenger data, targeted advertising, and prevention of data breaches.
- Complaints alleging that airline employees or contractors mishandled personal information or otherwise alleging that an airline violated an individual’s privacy.
- Information regarding privacy training, including materials used for training, types of personnel that receive the training, and the frequency of the training.

EPA and NSC Highlight Cyber Threats for Water Sector. EPA Administrator Michael Regan and National Security Advisor Jake Sullivan sent a [letter](#) to all governors requesting attendance of state environmental, health, and homeland security agencies to a summit on the need to safeguard water sector critical infrastructure against cybersecurity threats. The virtual meeting took place on March 21st, and EPA and the

National Security Council (NSC) urged rapid improvements to water cybersecurity and reinforced collaboration between state and federal entities on securing water systems.

EPA Publishes Final CWA Hazardous Substance Facility Response Rule. EPA published a [final rule](#) titled “Clean Water Act Hazardous Substance Worst Case Discharge Planning.” Facilities subject to the rule are required to prepare response plans under the Clean Water Act (CWA) to prepare for the potential of worst-case discharge scenarios within 36 months of the effective date of the rule. A worst-case discharge is the largest foreseeable discharge in adverse or extreme weather conditions. The rule is effective on May 28th.

EPA Establishes Office of Agriculture and Rural Affairs. EPA established a new [Office of Agriculture and Rural Affairs](#) to expand engagement opportunities with agricultural and rural communities. The new office will be led by Rod Snyder, EPA’s Senior Advisor for Agriculture, and will promote practical solutions to protect the environment while supporting farmers and rural communities seeking infrastructure funding and community improvement opportunities.

EPA Releases 2023 WIFIA Report. EPA released the Water Infrastructure Finance and Innovation Act (WIFIA) program [2023 Annual Report](#). In 2023, EPA closed \$3 billion in WIFIA loans to support water infrastructure in 10 states. Since 2018, EPA has loaned \$19 billion through the WIFIA program to support \$43 billion in water infrastructure projects.

FAA Announces AAN Safety Tool for Pilots. FAA announced a [safety tool](#) called Arrival Alert Notice (AAN) that helps pilots avoid lining up to land on a wrong taxiway, runway, or airport.

FAA Ends Discretionary Enforcement Policy on Drone Remote ID. FAA [announced](#) that the agency will no longer exercise discretion in determining whether to take enforcement action for drone operators that are not in compliance with the Remote ID rule. As of March 16th, drone operators are required to be registered and must comply with the Remote ID rule. Operators who do not comply after that date could face fines and suspension or revocation of their drone pilot certificates.

FAA Launches ARV at ATC Towers. FAA launched a new [surface safety tool](#), Approach Runway Verification (ARV), at thirteen air traffic control (ATC) towers across the nation. ARV provides controllers with visual and audible alerts if an approaching aircraft is lined up to land on the wrong airport surface, or even the wrong airport. FAA will deploy ARV at other facilities across the nation throughout the rest of the year and into 2025.

FAA Announces Policy on Requiring Disclosure of Payload Contents. FAA [announced](#) a clarification of the FAA’s Office of Commercial Space Transportation (AST) policy regarding the review of payloads to be launched or reentered under an FAA license. Given the increasing complexity of payloads on the growing volume of FAA-licensed launches or reentries, the FAA is updating its payload review policy to require applicants

for a payload review to disclose the contents and composition of all payloads, including those of all hosted payloads. The policy is effective on March 14, 2024.

FHWA Publishes RFI on Minimum Requirements for Certain EV Chargers. FHWA issued [regulations](#) establishing minimum standards and requirements for certain electric vehicle (EV) chargers. After the publication of this final rule, the Society of Automotive Engineers (SAE) published a Technical Information Report for a new connector standard, known as J3400, which multiple automakers have announced an intention to adopt in the coming years. To ensure the effective implementation of programs that are subject to the minimum standards and requirements and to inform a potential update to the minimum standards, FHWA, in coordination with the Joint Office of Energy and Transportation, is seeking additional information in five areas: on the expectations surrounding market availability for J3400 within EVs and EV chargers; on the technical compatibility of J3400 with existing regulations and safety considerations; on considerations regarding challenges and benefits of the implementation of J3400 at charging stations; on market demands for the continued availability of Combined Charging System (CCS) and J1772 connectors; and potential options for performance-based standards that can reduce the need for future regulatory updates or changes as technology evolves. Comments are due by April 5th.

FHWA Requests Comments on Adoption of Cyber Security Evaluation Tool. FHWA, in coordination with the Department of Homeland Security, is [requesting comments](#) on a proposal to adopt the Cyber Security Evaluation Tool (CSET) is a voluntary tool transportation authorities can use to assist in identifying, detecting, protecting against, responding to, and recovering from cyber incidents. Comments are due by April 19th.

FTA Releases 2024 Certifications and Assurances. FTA released the [2024 version](#) of the annual Certifications and Assurances for execution by grant applicants. An applicant for financial assistance typically must execute current Certifications and Assurances in any year in which an applicant applies for an award or an amendment to an existing award.

FTA Publishes RWP NPRM. FTA published a [NPRM](#) that proposes minimum safety standards for rail transit roadway worker protection (RWP) to ensure the safe operation of public transportation systems and to prevent accidents, incidents, fatalities, and injuries to transit workers who may access the roadway in the performance of work. This NPRM would apply to rail transit agencies (RTAs) covered by the State Safety Oversight (SSO) program, SSO agencies (SSOAs), and rail transit workers who access the roadway to perform work. It would set minimum standards for RWP program elements, including an RWP manual and track access guide; requirements for on-track safety and supervision, job safety briefings, good faith safety challenges, and reporting unsafe acts and conditions and near-misses; development and implementation of risk-based redundant protections for workers; and establishment of RWP training and qualification and RWP compliance monitoring activities. RTAs would be expected to comply with these Federal standards as a baseline and use their existing Safety Management System (SMS) processes to determine any additional mitigations appropriate to address the level of

RWP risk identified. SSOAs would oversee and enforce implementation of the RWP program requirements. Comments are due by May 24th.

FTA Launches Fatigues Resources for Transit Operations Website. FTA launched a [new website](#) to improve the transit community's understanding of the effects of fatigue in the workplace. Fatigue-related resources include articles, videos, reports, websites, guides, and more in the following categories:

- Understanding sleep
- Causes
- Symptoms and warning signs of fatigue
- Effects
- Transit employees
- Transit employers
- Fatigue risk management systems

Joint Office Launches EV Workforce Development Webpage. DOT and DOE's Joint Office of Energy and Transportation (Joint Office) launched a [new webpage](#) on workforce development. The webpage includes resources to support workforce development activities for electric vehicles (EV) and EV infrastructure.

Joint Office Publishes National Zero-Emission Freight Corridor Strategy. The Joint Office released the [National Zero-Emission Freight Corridor Strategy](#). The strategy will guide the deployment of zero-emission medium- and heavy-duty vehicle (ZE-MHDV) charging and hydrogen fueling infrastructure from 2024 to 2040. The strategy is also designed to meet growing market demands by targeting public investment to amplify private sector momentum, focus utility and regulatory energy planning, align industry activity, and improve air quality in local communities heavily impacted by diesel emissions.

NCHRP Publishes Report on Advancing Gender Equity in DOT Workforce. The National Cooperative Highway Research Program (NCHRP) of the National Academies of Sciences published a [report](#) titled "Advancing Gender Equity in the DOT Workforce." The report's objective is to document current department of transportation (DOT) practices related to advancing gender equity in DOT workforces. Women comprise only 15% of the transportation workforce, and this statistic declines in executive and leadership positions and does not reflect those who may not identify as men or women. For women of color, the numbers are even more disparate. The report compiled information through a literature review, a survey of DOTs, and follow-up interviews with selected DOTs. Six case examples provide greater insight into current gender equity practices, barriers to implementation, data collection and accountability processes, and assessment findings.

NHTSA Publishes Improvements for Heavy-Duty Engine and Vehicle Fuel Efficiency Test Procedures Final Rule. The National Highway Transportation Safety Administration (NHTSA) published a [final rule](#) that makes technical amendments to the test procedures for heavy-duty engines and vehicles to improve accuracy and reduce

testing burden. These amendments affect the certification procedures for fuel efficiency standards and related requirements. These amendments increase compliance flexibility, harmonize with other requirements, add clarity, correct errors, and streamline the regulations. Given the nature of these changes, NHTSA does not expect either significant environmental impacts or significant economic impacts for any sector. The rule is effective on May 14th.

Senate Confirms NTSB Members. The Senate approved two new members to each serve a five-year term with the National Transportation Safety Board (NTSB):

- J. Todd Inman
- Alvin Brown

USACE Releases Section 7001 Report to Congress. The US Army Corps of Engineers (USACE) released its annual [report](#) titled “2024 Report to Congress on Future Water Resources Development,” also referred to as the Section 7001 report. The report details potential future water resources studies and projects identified by USACE that would require congressional authorization.

USDA Releases Biomass Supply Chain Report. USDA released a [report](#) titled “Building a Resilient Biomass Supply: A Plan to Enable the Bioeconomy in America.” The plan is a deliverable of EO 14081, *Advancing Biotechnology and Biomanufacturing Innovation for a Sustainable, Safe, and Secure American Bioeconomy*. The report details steps such as researching and deploying improved biomass crops, using biomass residuals, and developing markets for biobased products through USDA’s BioPreferred Program.

##



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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Town of San Anselmo

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Director
City of San Rafael

Fred Casissa
Alternate
Town of Corte Madera

April 8, 2024

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

Subject: General Manager Contract Awards

Dear Board Members:

Recommendation

Information only.

Summary

On February 5, 2024, the Marin Transit Board of Directors approved a recommendation modifying the procurement policy to increase the General Manager's approval authority to contracts valued at or less than \$150,000. Staff will provide routine information to the Board and the public on its website whenever the General Manager approves contracts within its authority.

Contracts Awarded between \$50,000 and \$150,000

February 2024-March 2024

\$72,272 – Purchase of Eight Bus Shelters: On March 15, 2024, the General Manager approved the purchase of eight (8) Tolar Sierra Series Dome Roof Non-Advertising transit shelters. The total amount including taxes, fees, and freight was \$75,2723. The shelters will be installed by the city of Novato. This was a material only procurement.

Fiscal/Staffing Impact

None.

Respectfully Submitted,

Adam Elsibai
Senior Procurement & Contracts Analyst



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April 8, 2024

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

Subject: Contract with Park Engineering, Inc. for the Construction Management of Bus Stop Improvements

Dear Board Members:

Recommendation

Authorize the General Manager to execute a contract with Park Engineering, Inc. for an amount not to exceed \$145,310.

Summary

Staff recommends that your Board authorize the General Manager to enter into an agreement with Park Engineering, Inc. to provide Construction Management (CM) services for a bus stop improvement project.

The project will include Americans with Disabilities Act improvements, passenger amenities, and pavement and sidewalk construction at existing bus stops. The project will establish two new stops; one serving the canal district in San Rafael, and one serving Marin Community Clinics in Novato. The specific stop locations and improvements are shown in Table 1.

On February 9, 2024, Marin Transit issued a Request for Proposals (RFP) for professional services for the Construction Management (CM) for Bus Stop Improvements. Tasks included a constructability review of design documents, monitoring of construction activities, maintenance of project documents, quality assurance, and project closeout procedures. Proposals were due March 8, 2024.

The following technical factors were identified as evaluation criteria in the RFP:

Criteria	Max Points Available
Firm Qualifications	35
Qualifications of Key Personnel	30
Adequacy of Resources	20
Past Performance	15
Total	100



Marin Transit received proposals from two consultant firms: Park Engineering, Inc., and 3D Built. Both proposals were determined responsive to the RFP. Staff reviewed the proposals based on the criteria specified in the RFP (listed above) and both Park Engineering and 3d Built were invited to interviews held the week of March 18, 2024. The review panel, which was made up of representatives from Marin Transit and Fremier Enterprises, Inc., concluded Park Engineering demonstrated a thorough understanding of successful project delivery and experience.

Project Background

This project targets 23 stops around Marin County with a total project budget of \$1.803 million. The improvements are listed in Table 1 below. The project will result in:

- 2 new stops;
- 18 ADA landing pads that allow for the deployment of a wheelchair lift or ramp;
- 9 new or replacement shelters;
- 1 new bench;
- 2 new safety railings;
- 2 new or replaced sidewalk sections to ensure a clear path of travel; and
- New lighting

Marin Transit is in the final stages of the design and is seeking approval from the jurisdictions where the projects will take place.

Table 1: Stops Identified for ADA Bus Stop Improvements Project

Stop ID	Stop Location	Jurisdiction	Primary Improvements
40673	San Marin Dr & San Carlos Way	Novato	ADA Landing Pad, Replace Aging Shelter
40726	Ignacio Blvd & Sunset Pkwy	Novato	ADA Landing Pad, Add Shelter
41328	Smith Ranch Rd & Yosemite Rd	San Rafael	ADA Landing Pad
40563	Las Gallinas Ave & Northgate Dr	San Rafael	ADA Landing Pad, safety railing
40515	Sir Francis Drake Blvd & Alhambra Cir	Fairfax	ADA Landing Pad, add bench
40519	Sir Francis Drake Blvd & Oak Manor Dr	Fairfax	ADA Landing Pad
40472	Sir Francis Drake Blvd & San Anselmo Ave	San Anselmo	ADA Landing Pad
40418	Fourth St & Santa Margarita Ave	San Rafael	Repair sidewalk
NEW	E. Francisco Blvd & Medway Rd	San Rafael/ Caltrans	Add sidewalk, ADA Landing Pad, Add bus pullout, Add pedestrian crosswalk
40330	Sir Francis Drake Blvd & College Ave	County of Marin	Replace aging shelter, add lighting
40150	Miller Ave & Camino Alto	Mill Valley	Install New Shelter



40153	Almonte Blvd & Rosemont Ave	Mill Valley	ADA Landing Pad
40184	Strawberry Frontage Rd & US 101 NB On Ramp	Caltrans	ADA Landing Pad, Install New Shelter
42054	Tiburon Blvd & San Rafael Ave	Caltrans	ADA Landing Pad, add sidewalk to intersection
41166	Redwood Blvd & Hill Rd	Novato	Install New Shelter
41326	N. Redwood Blvd & Smith Ranch Rd	San Rafael	ADA Landing Pad, Install New Shelter
40319	Sir Francis Drake Blvd & Bon Air Rd	County of Marin	ADA Landing Pad
40580	Merrydale & N. San Pedro Rd	San Rafael	ADA Landing Pad
40765	Alameda Del Prado & Hwy 101 SB	Novato	ADA Landing Pad
NEW	Redwood Blvd & Landing Ct	Novato	ADA Landing Pad, Install New Shelter
41361	Sir Francis Drake Blvd & Bank St	San Anselmo	ADA Landing Pad, Pedestrian Safety Railing
40279	Tamalpais Dr & Meadowsweet Dr	Corte Madera	Replace Aging Shelter
41364	Hamilton Pkwy & Aberdeen Rd	Hamilton	ADA Landing Pad
41365	Hamilton Pkwy & Aberdeen Rd	Hamilton	ADA Landing Pad

Source: Marin Transit.

Schedule

Local cities and jurisdictions have completed their reviews of the 90% planset. Caltrans’ review is still underway with anticipated completion by May 2024. Staff plan to release a bid package in late summer 2024, once all review and approval of the planset is complete. Staff anticipate bringing a construction contract to your Board in October 2024 for award.

Fiscal/Staffing Impact

The maximum contract cost is \$145,310. This is above the amount estimated in the Independent Cost Estimate prepared by staff, but within the budget project amount. Marin Transit has budgeted for this amount in the FY 2023/24 Capital budget under project BP – ADA Bus Stop Improvements. This project is 80% funded with a grant through MTC’s Quick Strike program. The awarded federal STP funds were transferred to FTA as Section 5307 funding. The District will use Measure AA sales tax dollars for the local match.

Respectfully Submitted,

Anna Penoyar
Capital Projects Manager

Attachment A: Draft Agreement Between Marin County Transit District and Park Engineering, Inc.

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this ____ day of ____, ____, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Park Engineering, Inc., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: Park Engineering, Inc.; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The District agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$ \$145,309.67** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on May 1, 2024, and shall terminate on December 31, 2025. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and Marin County Transit District as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

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

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the Marin County Transit District.

13. TERMINATION:

See Termination clause in Appendix D, Federal Clauses, Item 5

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

Attachment A

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

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

Exhibit E - Debarment Certification

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

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - re not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

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

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Federal Transit Administration Contract Provisions	
<u>EXHIBIT E.</u>	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT F.</u>	<input checked="" type="checkbox"/> Subcontractor's Debarment Certification	

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

CONTRACTOR

By: _____
 Name: _____
 Title: _____

**APPROVED BY
 MARIN COUNTY TRANSIT DISTRICT:**

By: _____

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

County Counsel: _____ Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide services as described in accordance with:

1. Request for Proposal for Construction Management for Bus Stop Improvements dated February 9, 2024 as provided below.
2. Addendum 1 dated March 1, 2024.
3. Park Engineering response to Request for Proposal dated March 8, 2024.

In the event that the District prefers a particular term of service in the Request for Proposal, as amended and supplemented by Addendum #1, to a similar, but in any way different or conflict, term of service in Park Engineering response dated March 8, 2024; the District's preferred term of service shall govern.

Scope of Services – Request for Proposal for Construction Management for Bus Stop Improvements dated February 9, 2024

The CM shall provide a cohesive planning and delivery effort and act on behalf of Marin Transit. The selected team of experts is expected to provide traditional construction management services encompassing adherence to the approved plans and specifications. Additionally, CM will provide related support services including constructability review and project budgeting. Constructability review must be performed on the progress of design and plans before they are finalized in order to provide suggestions to aid the construction bidding and award process. It is expected that the selected Construction Management firm will provide additional personnel (Resident Engineers, Task Leaders, etc.) as needed in addition to the Construction Manager during the project's duration.

The CM shall provide technical and administrative services and coordination oversight for all activities taken on by outside entities in connection with the project. The CM shall maintain a close liaison with Marin Transit's Project Manager.

Construction is not anticipated to last more than two months. Throughout the duration of the Project, the CM shall perform the following services that include, but are not limited to, the following.

A. Pre-construction Phase

1. Conduct a peer review of construction documents (Bid Package, Bid Schedule, and Quantity Sheets) and provide comments on constructability including but not limited to methods, materials, and structural components.
2. Conduct construction bid process (including setting up and chairing pre-bid meeting, coordinate and respond to bidder questions).
3. Complete review of bids and recommendation for low bidder.
4. Review and coordinate analysis of Contractor's submittals with the design team.
5. Review and comment on the Contractor's schedule.

B. Construction Phase

Engineer of Record will be under contract during the project. All coordination will go through Marin Transit unless otherwise authorized.

1. Provide all necessary project administration including:

Attachment A

- a. Schedule and conduct all job site and construction meetings including weekly project meetings, prepare minutes, and distribute to designated parties.
 - b. Develop and maintain construction schedules.
 - c. Perform weekly site inspections.
2. Consistent with construction schedule, provide inspectors for day-to-day on-the-job observation / inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Contractor and to ensure that provisions of the contract documents are being fulfilled:
 - a. Prepare daily inspection reports documenting observed construction activities.
 - b. Take and maintain digital photographs providing documentation of construction activities; bind and label them.
 - c. Review the Contractor record drawing markups prior to the “As Built” being approved.
 - d. Assist in monthly progress payment recommendations.
 3. Monitor project budget, purchases, and payment.
 4. Verify that construction complies with encroachment permit requirements and conditions. Establish and process job control documents including:
 - a. Daily inspection diaries.
 - b. Weekly progress reports.
 - c. Monthly construction payments.
 - d. Requests for information.
 - e. Material certifications.
 - f. Material submittals.
 - g. Weekly statements of working days, including a detailed record of track time.
 - h. Construction change orders.
 - i. Review of certified payroll records.
 - j. State documentation.
 5. Review schedule updates:
 - a. Compare work progress with planned schedule and notify the Construction Contractor of project slippage; review Contractor’s plan to get back on schedule.
 - b. Analyze the schedule to determine the impact of weather and change orders.
 - c. Obtain monthly updates from the Construction Contractor of construction schedule incorporating actual progress, weather delays and change order impacts.
 - d. Negotiate time extensions due to change orders or other delays.
 6. Assist Marin Transit in negotiation and execution of change orders:
 - a. Perform quantity and cost analysis as required for negotiation of change orders.
 - b. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
 - c. Perform claims administration including coordinating and monitoring claims responses, logging claims, and tracking claim status.
 - d. Provide a signed letter verifying costs and work for all submitted change orders.
 7. Review, comment, and facilitate responses to requests for information (“RFI”):
 - a. Prepare responses to RFI related construction issues.
 - b. Transmit design related RFIs to design engineer and copy the Marin Transit Project Manager.
 - c. Conduct meetings with the Construction Contractor and other parties as needed to discuss and resolve RFIs.

Attachment A

8. Evaluate cost reduction incentive proposals and provide recommendations to the Marin Transit Project Manager for acceptance or denial.
9. Monitor and enforce Construction Contractor's compliance with Marin County Storm Water Pollution Prevention Program (SWPPP).
10. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
11. Facilitate any necessary utility coordination with Marin Transit, local jurisdictions, the applicable utility, and the Construction Contractor.
12. Ensure Contractor has proper traffic controls in place during construction for vehicles, buses, bicycles, and pedestrians.
13. Identify actual and potential problems associated with the construction project and consult with the Marin Transit Project Manager and the design engineer.
14. Prepare a monthly progress report for the Marin Transit Project Manager including a) Cost vs. Budget. b) Construction progress vs. schedule. c) Change order summary. d) Quality of workmanship review; describe all key issues.
15. Prepare monthly progress payment requests; negotiate differences over amount with the Construction Contractor and process payments through the Marin Transit Project Manager.

C. Quality Assurance

The CM shall enforce the quality assurance plan, in conformance with the plans and specifications.

1. Schedule and perform quality assurance materials testing to verify compliance of the work with the contract documents:
 - a. Source Inspections.
 - b. Materials Acceptance.
2. Review test reports submitted by others to substantiate contract compliance.
3. Ensure that the Construction Contractor furnish Certificates of Compliance or source release tags along with the applicable delivered materials at the project site.
4. Prepare punch lists in advance of completion and establish management systems for correction of any deficient work.

A. Contract Management Requirements

1. Maintain construction documents per federal and/or state requirements.
2. Enforcement of Labor Compliance requirements, including completion of federal Labor Compliance Pre-job checklist.
3. Enforcement of Quality Assurance requirements.

E. Post Construction Phase

1. Perform project closeout procedures:
 - a. Coordinate final project inspection.
 - b. Complete funding agency closeout documentation.
 - c. Submit reimbursable documentation.

Attachment A

- d. Follow-up on Marin Transit receipt of all reimbursements.
- e. Final funds balance report.
2. Prepare summary of initial punch list and consolidate comments into final punch list. Finalize the bid items, claims, change orders, punch list items and correct shop drawings.
3. Oversee completion of record drawing.
4. Preparation of federal final report including all necessary attachments.
5. Preparation of Report of Expenditures Checklist includes all necessary attachments.
6. Transmit all project files and record drawings (digitally) to Marin Transit for archiving.

F. Project Office

CM shall maintain a suitable project office for the duration of the project and CM staff must be available and accessible throughout the construction phase. CM shall provide all necessary safety equipment required for their personnel to perform the work efficiently and safely. Construction Manager Personnel shall be provided with radio or cellular equipped vehicles, digital camera, and personal protective equipment suitable for the location and nature of work involved, and in accordance with local and state requirements.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) CONTRACT RATES. DISTRICT shall pay CONTRACTOR based on the rate table below and billed in quarter hours. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.

Name/Classification	Rates		Hours			Total Regular Hours	Total Overtime Hours	Cost
	Regular Loaded Rate	Overtime Rate	Pre-Con	Construction	Close-out			
Brian Fleck, P.E. PM/Resident Engineer	\$ 222.32	\$ 222.32	40	160	40	240		\$ 53,356.82
Dante Morabe Construction Inspector	\$ 163.91	\$ 245.86	0	500	0	500		\$ 81,952.84
Applied Materials & Engineering, Inc.	Estimate - As Needed, see included Fee Schedule							\$ 10,000.00
Total =							\$	145,309.67

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 80 working days (4 months) as stated in Request for Proposal plus hours for pre-construction and post-construction work.

DRAFT


APPLIED MATERIALS & ENGINEERING, INC.

 980 41st Street
 Oakland, CA 94608

 Tel: (510) 420-8190
 FAX: (510) 420-8186
 e-mail: info@appmateng.com

Marin County Transit District Bus Stop
Improvements Project
MATERIAL TESTING FEES- QUALITY ASSURANCE
A. HOURLY AND UNIT COSTS & BASIS OF CHARGES

The estimated fees are based on the following State and Federally mandated prevailing hourly inspection rates and unit tests costs. Rates will be adjusted in accordance with DIR prevailing wage adjustments; certified payroll, if required, will be billed at higher rates.

INSPECTION RATES

	<u>Per Hour</u>
1 HMA Sampling, Group 3	\$125.00
2 Compaction Testing, Group 3	\$125.00

UNIT TEST COSTS

	<u>Per Set</u>
1 Concrete Compression, per set of 5 (includes pick-up)	\$450.00
2 Sieve Analysis, each	\$240.00
3 Sand Equivalent, each	\$125.00
4 Cleanness Value, each	\$280.00
5 Moisture Content, each	\$55.00
6 Durability Index, each	\$280.00
7 LA Abrasion	\$750.00
8 Concrete Aggregate Tests (2 Sieves, 1 Cleanness value, 2 moisture content, 1 sand eq.)	\$995.00
9 HMA JMF Verification or Production Startup, each	\$8,000.00
10 HMA Production Testing, each	\$4,500.00
11 Moisture-Density Curve or Cal Impact Test, each	\$650.00
12 Core Density, each	\$120.00
13 CIR IDT	\$800.00

OTHER COSTS

1 Project Management, per hour	\$195.00
2 Final Affidavit, each	\$400.00

BASIS OF CHARGES

Minimum charge per call-out, show-up:	4 Hours
Work from 4-8 hours:	Actual Time
Travel to job site:	Portal-to-Portal
Mileage to shop & jobsite:	\$0.75 per mile
Parking:	To be provided
Work over 8 and up to 12 hours per day, or on Saturday, per hour	Time & One Half
Work over 12 hours per day, or on Sundays and Holidays, per hour	Double Time

Attachment A

- (2) MILEAGE. DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (3) TRAVEL COSTS. DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at \$____.]
- (4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is \$145,309.67. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$145,309.67.
- (6) INVOICES. Invoice shall be remitted monthly to AP@marintransit.org and to Marin Transit's contract manager.

DRAFT

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

Contractor's professional liability insurance may be provided, in part, by self-insurance or large deductible as long as contractor provides: (1) evidence to the District that contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) contractor's general insurance reserves are adequate to provide the necessary coverage and the Marin County Transit District may conclusively rely thereon.

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box

if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: _____

Date: _____

EXHIBIT "D"

FTA GRANT CONTRACT PROVISIONS PROFESSIONAL SERVICES

Required Clauses

1) FEDERAL OBLIGATION

- a) Marin Transit and the 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 the contract and shall not be subject to any obligations or liabilities to Marin Transit, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) 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 who will be subject to its provisions.

2) PROGRAM FRAUD, 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 C.F.R. 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 work 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 Marin Transit of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the 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 shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3) ACCESS TO RECORDS AND REPORTS

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

4) FEDERAL CHANGES

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

5) TERMINATION

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

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

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

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

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

6) CIVIL RIGHTS

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Marin Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or

failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7) DISADVANTAGED BUSINESS ENTERPRISE

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.6 %. A separate contract goal has not been established for this procurement.

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

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

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

The Contractor must promptly notify Marin Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Marin Transit.

8) INCORPORATION OF FTA TERMS

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

9) SUSPENSION AND DEBARMENT

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

10) RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

- a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. Performance During Dispute - Unless otherwise directed by Marin Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.
- e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Marin Transit, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11) LOBBYING RESTRICTIONS

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

12) CLEAN AIR

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

13) CLEAN WATER

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

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

14) ENERGY CONSERVATION

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

15) PRIVACY ACT

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

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

15) NOTIFICATION TO FTA

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

- a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.



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Director
City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera

April 8, 2024

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

Subject: Resolution 2024-01 for Application for Low Carbon Transit Operations Program (LCTOP)

Dear Board Members:

Recommendation

Adopt resolution for application to Caltrans for Senate Bill 862 LCTOP funds.

Summary

Staff requests that your Board approve the attached resolution for FY 2023/24 Low Carbon Transit Operations Program (LCTOP) funds (#2024-01). This program is one of several established under Senate Bill (SB) 862, approved in 2014. SB 862 is commonly referred to as the Cap-and-Trade bill. LCTOP provides transit agencies funding for projects that reduce greenhouse gas emissions and provide mobility, with emphasis on benefiting disadvantaged communities.

Marin Transit will request \$850,107 from Caltrans in LCTOP funds in FY 2023/24. This request includes revenue-based funds directly allocated to the District and Marin County population-based funds shared with the Golden Gate Bridge Highway & Transportation District and Sonoma-Marín Area Rail Transit (SMART). The three agencies divide the population-based funds based on their proportional shares of ridership and service levels in Marin County. For FY2023/24 funding, Marin Transit will receive 59% of the County funds.

FY2023/24 LCTOP	Amount
Revenue Based LCTOP	\$429,602
Population Based LCTOP	\$420,505
Total LCTOP	\$850,107



Marin Transit will request that Caltrans roll forward these funds and add additional LCTOP funds in FY2024/25 for the purchase of four 35ft zero emission electric buses to replace four 2015 30ft diesel hybrid buses when they are beyond their useful lives. This vehicle replacement will ensure a state of good repair of the local transit system and help meet the District's Zero-Emission Fleet Transition Plan. The vehicles are expected to be delivered in FY2027/28. Marin Transit has federal Section 5307 funding to partially pay for these vehicles. These state funds will help cover the local match and the increased costs for electric vehicles.

Marin Transit anticipates purchasing these vehicles through a joint procurement option in 2027.

Fiscal/Staffing Impact

There is no current fiscal or staffing impact. The \$850,107 in FY 2023/24 LCTOP funds will be rolled forward and combined with additional FY 2024/25 LCTOP funds to provide the local match for the purchase of the four zero emission buses and associated charging equipment. All interest associated with the funds will be tracked and available to the project. FTA Section 5307 funding is expected to be available for up to 80% of the purchase costs. The current estimated project cost is \$5,926,036 and will be revised with the next allocation request based on updated vehicle and equipment pricing.

Respectfully Submitted,

A handwritten signature in black ink that reads "Keith Green".

Keith Green
Capital Analyst

Attachment A: 2024-01 LCTOP Resolution

RESOLUTION #2024-01

**AUTHORIZATION FOR THE EXECUTION OF THE
THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT:**

**Purchase Four Zero-Emission Electric Buses
\$420,505 Population-Based Funds and \$429,602 Revenue-Based Funds**

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2023-24 LCTOP funds:

*Project Name: **Purchase Four Zero Emission Electric Buses***

*Amount of LCTOP funds requested: **\$850,107***

*Short description of project: **Provide local matching funds for the purchase of four 35ft Zero Emission Electric Buses***

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

APPROVED AND PASSED this 8th day of April 2024

Agency Board Designee:

BY: _____



711 Grand Ave, #110
San Rafael, CA 94901
ph: 415.226.0855
marintransit.org

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City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera

April 08, 2024

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

**Subject: Marin County Transit District Second Quarter FY 2023/24
Financial Report**

Dear Board Members:

Recommendation

Accept report and approve associated budget amendments.

Summary

The quarterly report is an opportunity for your Board to review the District's financial status and to provide fiscal and operational accountability. This report represents all financial transactions for the District through the second quarter of Fiscal Year 2023/24 and requests your approval of budget amendments (Attachment B).

Background

Unaudited revenues and expenditures are shown on a full accrual basis consistent with Generally Accepted Accounting Principles (GAAP) for special districts. All known revenues and expenditures for the period are reported even if they have not been received or are awaiting payment. These include recorded estimates for property tax and other significant transactions.

Discussion

Second quarter operations and capital expenses and revenues were consistent with the Board-adopted budget (Attachment A). Capital expenditures were three percent of the capital budget due to timing of vehicle purchases and construction projects.

Transit Operating Expenses

FY 2023/24 transit operating expenditures through the second quarter (Attachment A, Page 1) are \$20.6 million, which is 48 percent of the annual budget of \$42.9 million. With these expenditures, Marin Transit delivered 51 percent of budget fixed route service hours and 45 percent of budgeted paratransit service hours as identified in Table 1. Marin Transit is operating a higher level of fixed route hours than budgeted due to the June 2023 service



changes which have required more service hours than anticipated. Budget adjustment 2024-05 increases the budgeted service hours by 5,374 hours.

Transit Operating Revenues

Marin Transit’s FY2023/24 operating revenues through the second quarter (Attachment A, Page 1) are \$23.4 million or 53 percent of the annual budget of \$43.9 million.

Capital Budget

Through the second quarter, Marin Transit’s expenditures in the Capital Budget (Attachment A, Page 1) were \$587,000 or 3% percent of the \$17.3 million budget. Capital revenues typically tie closely to expenditures as they tend to be on a reimbursement basis. Attachment C includes a complete Capital Report for all major Marin Transit capital projects for the current period.

Table 1: FY2023/24 Year to Date (YTD) thru Second Quarter Service Operations

Service	Budgeted Annual Revenue Hours	YTD thru Q2 Actual Revenue Hours	% of Annual
Regular Fixed Route	121,000	70,214	58%
Local Connectors (Shuttles)	39,700	11,723	30%
School Supplemental Service	1,725	673	39%
Muir Woods Shuttle	6,500	3,130	48%
West Marin Stagecoach Service	16,500	8,117	49%
Fixed Route Subtotal	185,425	93,857	51%
Marin Access Shuttles	400	248	62%
Local Paratransit Service	36,000	12,507	35%
Regional Paratransit Service	5,000	1,952	39%
Yellow School Bus Service	4 buses	4 buses	-
Service	Annual Estimated Trips	YTD thru Q1 Actual Trips	% of Annual
Catch A Ride	4,000	4,532	113%
Volunteer Driver	9,500	4,775	50%

Source: Marin Transit

Fiscal/Staffing Impact

This item includes Board adoption of the following five administrative budget amendments (Attachment B):



Amendment 2024-03 adds additional state and federal grant funding to the 3010/3020 Kerner project (FH).

Amendment 2024-04 increases FY2023/24 capital expenses by \$600,000 for a Hybrid Battery Refresh (HA) project.

Amendment 2024-05 increases the budgeted hours for fixed route service by 5,374 hours and increases the associated purchased transportation expenses by \$850,000.

Amendment 2024-06 moves consultant service budget from Administration budget to the Local Services budget and has no net fiscal impact.

The July 1, 2024 changes to the Catch a Ride program lowered the subsidy per ride.

Amendment 2024-07 increases the projected number of trips provided with the current budgeted funds.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "K. Sawin", written in a cursive style.

Karina Sawin
Accounting Manager

Attachment A: FY2023/24 Second Quarter Financial Report

Attachment B: FY2023/24 Budget Amendments

Attachment C: Capital Projects Report

Marin Transit
 FY2023/24 Q2 Budget Report
 From 7/1/2023 Through 12/31/2023

(In Whole Numbers)

	FY23 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Revenue					
Vehicle Operations	37,990,774	43,865,464	43,865,464	23,289,204	53%
Capital	7,325,565	14,447,657	15,456,320	495,751	3%
Total Revenue	<u>45,316,339</u>	<u>58,313,121</u>	<u>59,321,783</u>	<u>23,784,955</u>	<u>40%</u>
Expenses					
Vehicle Operations	37,104,214	42,939,813	42,939,813	20,614,683	48%
Capital	7,347,763	16,347,653	17,348,318	587,100	3%
Total Expenditures	<u>44,451,977</u>	<u>59,287,466</u>	<u>60,288,131</u>	<u>21,201,783</u>	<u>35%</u>
Net Revenue Over Expenditures	<u>864,362</u>	<u>(974,345)</u>	<u>(966,348)</u>	<u>2,583,172</u>	<u>-267%</u>

Marin Transit
FY2023/24 Q2 Budget Report
From 7/1/2023 Through 12/31/2023

Operations Summary - Admin, Local, Rural, Marin Access, Yellow Bus

	FY23 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Fare Revenue	3,359,930	3,367,118	3,367,118	1,613,924	47.93%
Advertising & Other Revenue	235,790	60,000	60,000	24,163	40.27%
Fee for Service	1,336,976	1,441,552	1,441,552	725,436	50.32%
Interest	285,133	90,700	90,700	436,687	481.46%
Measure A	900,490	942,869	942,869	942,866	100.00%
Measure AA	9,403,780	17,703,716	17,703,716	7,912,107	44.69%
Measure B	825,310	895,000	895,000	325,003	36.31%
Property Taxes	5,615,424	5,682,781	5,682,781	2,849,667	50.15%
Redevelopment Area (RDA) Fees	90,392	67,500	67,500	36,672	54.33%
State Transit Assistance (STA)	3,021,660	5,158,794	5,158,794	2,648,346	51.34%
Transit Development Act (TDA)	10,909,658	7,881,923	7,881,923	3,940,962	50.00%
Other State	25,419	32,300	32,300	5,798	17.95%
FTA Funds	5,421,507	1,681,360	1,681,360	1,474,748	87.71%
National Park Service	521,983	655,985	655,985	352,827	53.79%
Cost Center Revenue Transfers	(3,962,680)	(1,796,134)	(1,796,134)	-	0.00%
Total Revenue	<u>37,990,772</u>	<u>43,865,464</u>	<u>43,865,464</u>	<u>23,289,204</u>	53.09%
Salaries and Benefits	3,015,440	3,523,449	3,523,449	1,644,296	46.67%
Consultant Services	369,148	654,585	654,585	356,487	54.46%
Professional Service-Legal	35,708	150,000	150,000	3,801	2.53%
Security and Maintenance	236,725	272,628	272,628	97,180	35.65%
Customer Service	126,842	-	-	-	0.00%
Mobility Management Support Programs	3,873	63,113	63,113	2,921	4.63%
Grants to External Agencies	514,606	758,571	758,571	-	0.00%
Office Supplies	342,750	398,997	398,997	238,643	59.81%
Covid Cleaning and Supplies	3,709	-	-	-	0.00%
General Insurance	104,159	122,000	122,000	107,396	88.03%
Contract Service Operation	29,349,517	32,701,974	32,701,974	16,362,331	50.03%
Membership & Prof Development	68,339	88,065	88,065	50,593	57.45%
Mileage and Travel	16,094	25,750	25,750	10,386	40.33%
Marketing	127,998	167,483	167,483	39,490	23.58%
Communication	189,448	255,623	255,623	145,067	56.75%
Fuel	2,902,027	3,662,108	3,662,108	1,488,376	40.64%
Utilities	55,362	68,032	68,032	25,038	36.80%
Vehicle Leases	26,210	32,556	32,556	13,565	41.67%
Office - Rental and Overhead	-	189,479	189,479	93,096	49.13%
Cost Center Transfers	<u>(383,741)</u>	<u>(194,600)</u>	<u>(194,600)</u>	<u>(63,984)</u>	32.88%
Total Expenses	<u>37,104,214</u>	<u>42,939,813</u>	<u>42,939,813</u>	<u>20,614,683</u>	48.01%
Net Revenue Over Expenditures	<u>886,558</u>	<u>925,651</u>	<u>925,651</u>	<u>2,674,521</u>	288.93%

Marin Transit
 FY2023/24 Q2 Budget Report
 From 7/1/2023 Through 12/31/2023

<i>Detail - Administration</i>		FY23 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Revenue						
Interest	4070400	285,133	90,700	90,700	436,687	481.46%
Redevelopment Fees	4079950	38,459	27,500	27,500	23,612	85.86%
Residual ABX 126	4079954	51,933	40,000	40,000	13,060	32.65%
PropTax-CurrntSecured	4080101	4,861,117	5,006,731	5,006,731	2,503,366	50.00%
County Fee-SV2557Admin Basic Tax	4080102	(62,795)	(66,950)	(66,950)	(29,802)	44.51%
Property Tax-Unitary	4080103	49,892	45,000	45,000	-	0.00%
PropTax-CurrntUnSecur	4080104	88,184	85,000	85,000	11,573	13.62%
Educ Rev Augm Fund-Redist	4080105	489,524	500,000	500,000	330,057	66.01%
PropTax-Supp CY SECR	4080106	174,652	100,000	100,000	29,141	29.14%
PropTax-Supp Unsecured	4080107	5,711	4,000	4,000	-	0.00%
PropTax-Redemption	4080108	4,284	3,500	3,500	341	9.74%
Property Tax-Prior Unsecured	4080109	4,855	5,500	5,500	4,991	90.75%
National Park Service	4089901	1	150	150	-	0.00%
Local Government Payments	4090101	84,632	-	-	-	0.00%
Other State	4119940	206	300	300	192	64.00%
Total Revenue		6,075,788	5,841,431	5,841,431	3,323,218	56.89%
Transfers						
Property Tax Transfer	4700001	(5,060,645)	(4,137,308)	(4,137,308)	(613,023)	14.82%
Total Transfers		(5,060,645)	(4,137,308)	(4,137,308)	(613,023)	14.82%
Net Revenue		4,064,537	1,682,115	1,704,123	2,710,195	159.04%
Expense						
Salaries	5010200	1,828,834	2,133,390	2,133,390	1,190,787	55.82%
Employee Benefits	5020000	1,186,605	1,390,059	1,390,059	453,510	32.63%
Consultant Services	5030301	135,533	220,000	220,000	82,279	37.40%
Professional Svcs - Legal	5030303	33,143	150,000	150,000	3,801	2.53%
Prof Svcs - Accounting and Audit	5030305	31,682	37,000	37,000	-	0.00%
Security Services	5030701	1,328	5,000	5,000	774	15.48%
Office Supplies	5049901	6,193	14,200	14,200	3,942	27.76%
Small Furn/Equip	5049902	2,115	10,000	10,000	5,884	58.84%
Software	5049903	93,803	95,000	95,000	79,948	84.16%
Copier Suppl & Srvc	5049904	7,836	10,000	10,000	4,051	40.51%
Postage	5049905	1,033	3,500	3,500	3,956	113.03%
Computers	5049906	22,223	23,000	23,000	3,434	14.93%
Communication - Phone	5050201	29,752	36,350	36,350	16,482	45.34%
Insurance - Gen Liability	5060301	104,159	122,000	122,000	107,396	88.03%
Membership & Prof Development	5090101	68,339	88,065	88,065	50,593	57.45%
Mileage and Travel	5090202	16,094	25,750	25,750	10,386	40.33%
Marketing	5090801	6,522	14,420	14,420	15,324	106.27%
Office Rental	5121200	16,753	189,479	189,479	93,096	49.13%
Total Expense		3,591,947	4,567,213	4,567,213	2,125,643	46.54%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	(2,800,830)	(3,117,902)	(3,117,902)	(1,702,108)	54.59%
Cost Center Transfer Overhead	5100101	(636,698)	(592,663)	(592,663)	(354,379)	59.79%
Total Transfers		(3,437,527)	(3,710,565)	(3,710,565)	(2,056,487)	55.42%
Total Expense		154,420	856,648	856,648	69,156	(1.97)%

Marin Transit
 FY2023/24 Q2 Budget Report
 From 7/1/2023 Through 12/31/2023

<i>Detail- Local</i>		FY23 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Revenue						
Special Fares - Paid By Another Agency	4020000	497,295	566,783	566,783	187,425	33.07%
Advertising Revenue	4060301	142,601	60,000	60,000	24,162	40.27%
Lease of Property	4070301	93,189	-	-	-	#DIV/0!
Local Government Payments	4090101	20,000	-	-	-	#DIV/0!
Measure A Sales Tax	4092001	680,000	712,006	712,006	712,000	100.00%
Measure AA - Sales Tax	4092005	4,938,072	12,768,830	12,768,830	6,121,057	47.94%
State Transit Assistance -Population Based	4110101	1,461,660	2,598,794	2,598,794	1,338,347	51.50%
Transit Development Act (TDA)	4110102	10,909,658	7,881,923	7,881,923	3,940,962	50.00%
State Transit Assistance - Revenue Based	4110104	1,500,000	2,500,000	2,500,000	1,250,000	50.00%
SREC Credits	4119911	6,915	16,000	16,000	2,853	17.83%
Fed- FTA 5307 STP	4139912	239,570	40,400	40,400	284,002	702.98%
Fed-FTA 5307 CARES	4139914	3,589,664	-	-	-	0.00%
National Park Service	4139951	521,982	655,835	655,835	352,827	53.80%
Fare Revenue	4140100	<u>2,117,981</u>	<u>2,081,000</u>	<u>2,081,000</u>	<u>1,090,580</u>	<u>52.41%</u>
Total Revenue		26,718,587	29,881,571	29,881,571	15,304,215	51.22%
Transfers						
Property Tax Transfer	4700001	435,988	320,000	320,000	237,341	74.17%
Program Revenue Transfer	4700002	<u>72,367</u>	<u>80,000</u>	<u>80,000</u>	<u>51,050</u>	<u>63.81%</u>
Total Transfers		508,355	400,000	400,000	288,391	72.10%
Net Revenue		<u>27,226,942</u>	<u>30,281,571</u>	<u>30,281,571</u>	<u>15,592,606</u>	<u>50.91%</u>
Expense						
Consultant Services	5030301	201,942	260,000	260,000	236,443	90.94%
Fare Processing Charges	5030310	25,579	22,660	22,660	17,457	77.04%
Customer Service	5030320	126,842	-	-	-	0.00%
Bus Stop Maintenance	5030501	-	160,000	160,000	50,597	31.62%
Custodial Service	5030602	49,610	81,490	81,490	28,677	35.19%
Security Services	5030701	82,391	-	-	5,214	0.00%
Fuel	5040101	2,104,339	2,525,811	2,525,811	1,077,921	42.68%
Electrical Power	5040160	59,541	216,300	216,300	28,758	13.30%
Utilities (Facility)	5040180	42,814	37,132	37,132	18,486	49.78%
Small Furn/Equip	5049902	13,935	10,300	10,300	1,778	17.26%
Software	5049903	62,570	60,000	60,000	35,660	59.43%
COVID- Supplies and Cleaning	5049911	131	-	-	-	0.00%
Communication-MERA Radio	5050204	972	-	-	-	0.00%
Communication-AVL	5050205	106,347	143,600	143,600	84,800	59.05%
Communication-Data	5050206	2,261	14,287	14,287	876	6.13%
Purchased Transportation - In Report	5080101	21,793,060	23,798,817	23,798,817	12,360,767	51.94%
Marketing	5090801	<u>100,822</u>	<u>95,295</u>	<u>95,295</u>	<u>16,055</u>	<u>16.84%</u>
Total Expense		24,773,156	27,425,692	27,425,692	13,963,490	50.91%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	2,015,664	2,325,271	2,325,271	1,348,383	57.98%
Cost Center Transfer Overhead	5100101	<u>435,988</u>	<u>375,989</u>	<u>375,989</u>	<u>280,733</u>	<u>74.66%</u>
Total Transfers		2,451,652	2,701,261	2,701,261	1,629,116	60.31%
Total Expense		<u>27,224,808</u>	<u>30,126,953</u>	<u>30,126,953</u>	<u>15,592,606</u>	<u>51.76%</u>

Marin Transit
FY2023/24 Q2 Budget Report
From 7/1/2023 Through 12/31/2023

<i>Detail - Rural</i>	FY23 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Revenue					
Measure A Sales Tax	4092001	55,080	57,672	57,672	100.00%
Measure AA - Sales Tax	4092005	1,131,141	926,812	926,812	62.87%
Fed-FTA 5311 Rural	4139920	297,303	303,249	-	0.00%
Fed-FTA 5311 CARES	4139923	246,000	-	-	0.00%
Fare Revenue	4140100	<u>71,688</u>	<u>80,000</u>	<u>33,360</u>	<u>31.74%</u>
Total Revenue		1,801,212	1,367,733	1,017,844	74.42%
Transfers					
Property Tax Transfer	4700001	<u>598,419</u>	<u>1,318,000</u>	<u>261,604</u>	<u>19.85%</u>
Total Transfers		598,419	1,318,000	261,604	19.85%
Net Revenue		<u>2,399,631</u>	<u>2,685,733</u>	<u>1,279,448</u>	<u>47.64%</u>
Expense					
Consultant Services	5030301	23,180	16,000	-	0.00%
Fuel	5040101	296,310	322,568	157,718	48.89%
Utilities (Facility)	5040180	60	-	-	0.00%
Small Furn/Equip	5049902	-	5,000	-	0.00%
Communication-AVL	5050205	11,824	15,000	3,384	22.55%
Purchased Transportation - In Report	5080101	1,907,873	2,057,149	1,034,706	50.29%
Marketing	5090801	<u>11,229</u>	<u>21,218</u>	<u>3,900</u>	<u>18.38%</u>
Total Expense		2,250,476	2,436,935	1,199,708	49.23%
Transfers					
Cost Center Salary/Benefit Transfers	5100100	122,629	140,938	65,999	46.82%
Cost Center Transfer Overhead	5100101	<u>26,525</u>	<u>41,751</u>	<u>13,741</u>	<u>32.91%</u>
Total Transfers		149,154	182,689	79,740	43.65%
Total Expense		<u>2,399,630</u>	<u>2,619,624</u>	<u>1,279,448</u>	<u>48.84%</u>

Marin Transit
 FY2023/24 Q2 Budget Report
 From 7/1/2023 Through 12/31/2023

<i>Detail - Marin Access</i>	FY23 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Revenue					
Measure A Sales Tax	4092001 165,410	173,191	173,191	173,194	100.00%
Measure AA - Sales Tax	4092005 2,594,817	2,934,903	2,934,903	665,809	22.69%
Measure B	4099950 825,310	895,000	895,000	325,003	36.31%
State Transit Assistance -Population Based	4110101 60,000	60,000	60,000	60,000	100.00%
State Prop Tx Relief HOPTR	4119910 18,298	16,000	16,000	2,754	17.21%
Fed-FTA 5307 Urbanized Area Formula	4139910 1,039,640	1,061,461	1,061,461	1,061,738	100.03%
Fed-FTA 5310 Mobility	4139915 9,330	276,250	276,250	129,008	46.70%
Fare Revenue	4140100 203,095	170,875	170,875	101,305	59.29%
GGBHTD Payment for Local Paratransit	4601003 682,849	786,640	786,640	327,931	41.69%
GGBHTD Payment for Regional Paratransit	4601004 525,969	636,495	636,495	390,482	61.35%
Total Revenue	6,124,718	7,010,815	7,010,815	3,237,224	46.17%
Transfers					
Property Tax Transfer	4700001 63,558	703,174	703,174	63,028	8.96%
Program Revenue Transfer	4700002 (72,367)	(80,000)	(80,000)	(51,050)	63.81%
Total Transfers	(8,809)	623,174	623,174	11,978	1.92%
Net Revenue	6,115,909	7,633,989	7,633,989	3,249,202	42.56%
Expense					
Consultant Services	5030301 8,238	85,782	85,782	5,369	6.25%
Fare Processing Charges	5030310 1,403	-	-	693	0.00%
Custodial Service	5030602 20,769	24,000	24,000	9,412	39.21%
Security Services	5030701 -	-	-	1,150	0.00%
Fuel	5040101 441,837	597,429	597,429	223,979	37.49%
Utilities (Facility)	5040180 12,488	30,900	30,900	6,553	21.20%
Small Furn/Equip	5049902 1,253	10,000	10,000	-	0.00%
Software	5049903 130,942	156,997	156,997	99,392	63.30%
COVID- Supplies and Cleaning	5049911 3,578	-	-	-	0.00%
Communication-MERA Radio	5050204 25,963	27,846	27,846	33,742	121.17%
Communication-Data	5050206 12,330	18,540	18,540	5,784	31.19%
Purchased Transportation - In Report	5080101 4,568,889	5,525,452	5,525,452	2,279,784	41.25%
Purchased Transportation - Regional	5080102 476,339	566,716	566,716	353,778	62.42%
Marketing	5090801 9,425	36,050	36,050	4,211	11.68%
Misc-Exp Transit User Training	5098001 3,873	13,113	13,113	2,921	22.27%
Gap Grant	5098002 -	50,000	50,000	-	0.00%
Total Expense	5,717,327	7,142,825	7,142,825	3,026,768	42.37%
Transfers					
Cost Center Salary/Benefit Transfers	5100100 327,701	459,980	459,980	184,103	40.02%
Cost Center Transfer Overhead	5100101 70,882	136,262	136,262	38,330	28.12%
Total Transfers	398,583	596,242	596,242	222,434	37.31%
Total Expense	6,115,910	7,739,067	7,739,067	3,249,202	41.98%

Marin Transit
 FY2023/24 Q2 Budget Report
 From 7/1/2023 Through 12/31/2023

Detail - Yellow Bus

		FY23 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Revenue						
Yellow Bus Fares - Paid by Another Agency	4030000	171,000	171,000	171,000	-	0.00%
Local Government Payments	4090101	23,526	18,416	18,416	7,022	38.13%
Measure AA - Sales Tax	4092005	739,750	1,073,171	1,073,171	198,428	18.48%
Fare Revenue - Yellow Bus	4140105	<u>298,871</u>	<u>297,460</u>	<u>297,460</u>	<u>201,254</u>	<u>67.65%</u>
Total Revenue		1,233,147	1,560,047	1,560,047	406,704	26.07%
Transfers						
Property Tax Transfer	4700001	-	-	-	-	-
Total Transfers		-	-	-	-	-
Net Revenue		<u>1,233,147</u>	<u>1,560,047</u>	<u>1,560,047</u>	<u>406,704</u>	<u>26.07%</u>
Expense						
Consultant Services	5030301	11,799	4,000	4,000	7,951	198.78%
Fare Processing Charges	5030310	10,533	9,143	9,143	7,411	81.05%
Custodial Service	5030602	1,885	2,138	2,138	240	11.21%
Software	5049903	848	1,000	1,000	598	59.81%
Yellow Bus School Service	5080103	603,356	753,840	753,840	333,296	44.21%
Marketing	5090801	-	500	500	-	0.00%
Measure AA Yellow Bus Grants	5098008	514,606	758,571	758,571	-	0.00%
Leases and Rentals - Passenger Vehicles	5120401	<u>26,210</u>	<u>32,556</u>	<u>32,556</u>	<u>13,565</u>	<u>41.66%</u>
Total Expense		1,169,237	1,561,748	1,561,748	363,061	23.25%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	44,723	27,599	27,599	50,665	183.57%
Cost Center Transfer Overhead	5100101	<u>9,674</u>	<u>8,176</u>	<u>8,176</u>	<u>10,548</u>	<u>129.02%</u>
Total Transfers		54,397	35,775	35,775	61,213	171.11%
Total Expense		<u>1,223,634</u>	<u>1,597,523</u>	<u>1,597,523</u>	<u>424,274</u>	<u>26.56%</u>

Marin Transit
FY2023/24 Q2 Budget Report
From 7/1/2023 Through 12/31/2023

Detail: Capital Budget

	Total Project Budget	Prior Year Expenditures	FY2023/24 Budget	FY2023/24 Revised	FY2023/24 Actual	Total Project Expenditures
LE Purchase 7 35 ft Hybrids	6,423,974	1,363	6,422,474	6,421,116	4,418	5,781
PD Purchase 5 paratransit replacements	505,000	7,313	496,594	497,687	1,339	8,652
PE Purchase 1 electric paratransit	677,208	4,295	673,208	672,913	554	4,849
PF Purchase 5 paratransit replacements	515,000	4,438	509,500	510,562	1,251	5,689
Subtotal Vehicles	8,121,182	17,409	8,101,776	8,102,278	7,562	24,971
BN Novato Bus Stop Shelters	61,115	2,972	52,052	58,142	285	3,257
BP ADA Bus Stop Improvements	1,703,000	261,331	1,477,288	1,441,679	53,816	315,147
BQ Capital Corridor Improvements	2,000,000	0	500,000	500,000	0	0
Subtotal Bus Stop Improvements	3,764,115	264,303	2,029,340	1,999,821	54,101	318,404
FS Facility - Rush Landing Improvements	2,800,000	2,480,568	0	319,432	231,072	2,711,640
FG Facility Maintenance Facility	20,000,000	44,098	300,000	300,000	28,244	72,342
FH Facility - 3010/3020 Kerner Improvements	2,688,716	121,927	1,848,537	2,566,789	85,427	207,354
FI Facility - Kerner Driver Break Room	650,000	0	650,000	650,000	0	0
YF Yellow Bus Parking Facility	3,000,000	0	3,000,000	1,100,000	0	0
Subtotal Facility	29,138,716	2,646,593	5,798,537	4,936,221	344,743	2,991,336
GG Golden Gate Capital Costs (GG)	24,000	54,186	18,000	18,000	9,971	9,971
VR Major Vehicle Repairs (VR)	200,000	236,197	200,000	200,000	26,745	26,745
IF Infrastructure Support (IF)	400,000	1,426,624	200,000	200,000	143,978	143,978
Subtotal Ongoing Capital Expenses	624,000	1,717,007	418,000	418,000	180,694	180,694
Total Expenditures	41,648,013	4,645,312	16,347,653	15,456,320	587,100	3,515,405

FY2023/24 Q2
Budget Amendments

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final
2024-01	12/4/2023	Roll forward of FY2023 Capital Project expenditures.	Capital	Capital	LE	5230101 Vehicles	6,422,474	-1,363	6,421,111
					PD	5230101 Vehicles	496,594	1,093	497,687
					PE	5230101 Vehicles	673,208	-295	672,913
					PF	5230101 Vehicles	509,500	1,062	510,562
					BN	5230104 Facilities	52,052	6,091	58,143
					BP	5230104 Facilities	1,477,288	-35,609	1,441,679
					FH	5230104 Facilities	1,848,537	178,073	2,026,610
					FS	5230104 Facilities	0	319,432	319,432
		Total Change for 2024-01						\$468,485	
2024-02	12/4/2023	Update to add additional federal and local funding to 3010/3020 Kerner Project	Capital	Capital	FH	4139910 Fed-FTA 5307	1,192,789	193,579	1,386,368
						4700101 Ptax Reserves	0	346,600	346,600
						5230104 Facility	2,026,610	540,179	2,566,789
				Total Change for 2024-02					

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final
2024-03	Pending	Update to add new funding to 3010/3020 Kerner Project	Capital	Capital	FH	4139910 Fed-FTA 5307	1,386,368	693,184	2,079,552
						LCTOP	655,747	154,068	809,815
		Total Change for 2024-03							847,252
2024-04	Pending	Add project for 2017 Hybrid Battery Refresh	Capital	Capital	HA	5230101 Vehicles	0	600,000	600,000
		Total Change for 2024-04							\$600,000
2024-05	Pending	Increase Local Fixed Route Service hours by 5,374 budget	Operations	LCL	NA	5080101-Purchased Transportation	23,798,817	850,000	24,648,817
			Operations	LCL	NA	Fixed Route Hours	70,700 hours	5,374 hours	76,074 hours
		Total Change for 2024-05							\$850,000
2024-06	Pending	Move Consultant Service budget from Administration to Local Services Budget	Operations	ADM	NA	5030301 Consultant Services	225,000	(50,000)	175,000
			Operations	LCL	NA	5030301 Consultant Services	260,000	50,000	310,000
		Total Change for 2024-06							\$0
2024-07	Pending	Increase estimated Catch A Ride trips	Operations	CAR	NA	Catch A Ride Trips	4,000 trips	5,000 trips	9,000 trips
		Total Change for 2024-07							5,000 trips



Capital Projects Report FY2023/24

This capital project report provides details for FY2023/24. Project descriptions and status are given for all major capital projects. Projects are grouped according to project type as shown below.

	Total Project Budgets	Total Expended FY2024	Total Project Expenditures
Vehicles	\$8,121,182	\$7,562	\$24,971
Bus Stop Improvements	\$3,764,115	\$54,101	\$318,404
Facility	\$29,138,716	\$344,743	\$2,991,336
Technology Projects	\$0	\$0	\$0
Ongoing Capital Expenses	\$624,000	\$180,694	\$180,694 (annual)
	\$41,648,013	\$587,100	\$3,515,405

VEHICLES

Purchase Seven 35ft Hybrid Vehicles (Replacement) Total Project Budget \$6,423,974

Concept: Replace seven 35ft Hybrid vehicles to replace vehicles beyond their useful life.

Funding: \$4,882,220 Federal Section 5307
 \$770,877 State
 \$770,877 Measure AA



Description: Purchase seven 35ft Hybrid vehicles

Status: Vehicles have been ordered and delivery is expected in January 2024. The vehicles will be tested and equipment installed. They are anticipated to be put into service in April 2024.

Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion Date
LE	\$6,423,974	\$5,781	0%	May-24

Purchase 5 Paratransit Vehicles (Replacements) Total Project Budget \$505,000

Concept: Purchase 5 Paratransit Replacements

Funding: \$404,000 Federal 5307
 \$101,000 Measure AA



Description: Purchase 5 Paratransit Vehicles to replace vehicles beyond their useful life.

Status: Board authorized purchase of these vehicles in November 2021 but the vendor canceled order due to supply chain issues. Board authorized new purchase to the board in November 2022 and delivery is estimated in early 2024.

Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion Date
PD	\$505,000	\$8,652	30%	May-24

VEHICLES

Purchase 5 Paratransit Replacements Total Project Budget \$515,000

Concept: Purchase 5 paratransit replacements

Funding: \$412,000 Federal Section 5307
 \$103,000 Measure AA



Description: Replace 5 paratransit vehicles beyond their useful life

Status: This purchase was combined with the paratransit replacement above. Board authorized new purchase to the board in November 2022 and delivery is expected in early 2024.

Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion Date
PF	\$515,000	\$5,689	30%	May-24



VEHICLES

Purchase 1 Electric Paratransit

Total Project Budget

\$677,208

Concept: Purchase One Electric Paratransit Vehicle
Funding: \$677,208 State LCTOP



Description: Replace 1 paratransit vehicles that is beyond its useful life

Status: Marin Transit will replace one paratransit vehicle with an electric paratransit vehicle. Staff plans to bring this purchase to the Board for authorization in 2024.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion Date</u>
		<u>Date</u>	<u>Percent Complete</u>	
PE	\$677,208	\$4,849	1%	Mar-25

BUS STOP IMPROVEMENTS

Bus Stop Improvements - Novato Bus Shelters

Total Project Budget

\$61,115

Concept: Replace Bus Shelters in Novato
Funding: \$48,892 Federal Lifeline Program
 \$12,223 Measure AA



Description: Purchase up to eight shelters in Novato

Status: Marin Transit will replace up to eight advertising shelters previously under contract with an advertising company through the City of Novato with low-maintenance shelters.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion Date</u>
		<u>Date</u>	<u>Percent Complete</u>	
BN	\$61,115	\$3,257	5%	Sep-24

Bus Stop Improvements - County Wide Stop Improvements

Total Project Budget

\$1,703,000

Concept: Complete construction of Bus Stop Improvements
Funding: \$1,362,400 Federal
 \$340,600 Measure AA



Description: Design & Construction for ADA Bus Stop Improvements

Status: A task order for final design was initiated through Marin Transit's general engineering services contract. Design and coordination with local jurisdictions and Caltrans is underway. Estimated design completion is Summer 2024, with Construction to begin in the Fall.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion Date</u>
		<u>Date</u>	<u>Percent Complete</u>	
BP	\$1,703,000	\$315,147	19%	Jun-25



ADMIN AND OPERATIONS FACILITY

ADMIN AND OPERATIONS FACILITY

Facility - Capital Improvements **Total Project Budget \$2,800,000**

Concept: Acquire property and develop a maintenance facility
Funding: \$2,696,747 Measure AA/Capital Reserves
 \$103,253 FTA 5339



Description: Make improvements to Rush Landing Facility

Status: Marin Transit successfully completed the purchase of right of way at 600 Rush Landing Rd in Novato. Additional improvements are being constructed. Phase 1, which included Bus Charging infrastructure installation is complete 1. Phase 2 including enhanced fencing and lighting is almost complete.

Project ID	Budget	Expended to		Anticipated	
		Date	Percent Complete	Completion Date	
FS	\$2,800,000	\$2,711,640	97%	Mar-24	

Facility - Maintenance Facility **Total Project Budget \$20,000,000**

Concept: Purchase/Build Fixed Route Maintenance Facility
Funding: \$20,000,000 Capital Reserve



Description: Purchase/Build Fixed Route Maintenance Facility

Status: Marin Transit is actively looking for a site to purchase.

Project ID	Budget	Expended to		Anticipated	
		Date	Percent Complete	Completion Date	
FG	\$20,000,000	\$72,342	0%	Jul-25	

Facility - Kerner Driver Break Room Improvements **Total Project Budget \$650,000**

Concept: Improve Driver Break Room at Kerner
Funding: \$650,000 Local Property Tax

Description: Make improvements to Kerner Maintenance Facility to provide drivers with a Break Room area.

Status: Project anticipated to begin in 2024.

Project ID	Budget	Expended to		Anticipated	
		Date	Percent Complete	Completion Date	
FI	\$650,000	\$0	0%	Jun-24	

Facility - 3010/3020 Kerner Improvement **Total Project Budget \$2,148,537**

Concept: Improvements to the 3010/3020 Kerner Parking Facility
Funding: \$655,747 LCTOP Funding
 \$1,192,790 FTA 5307
 \$300,000 Local Property Tax



Description: Prepare site for vehicle parking and electric bus charging

Status: Board authorized contract for design of a new parking facility at 3000 Kerner Blvd in December 2022. Staff completed the 90% design in November 2023 and is going through the review process with the City of San Rafael and PG&E. Staff anticipates construction to begin in 2024.

Project ID	Budget	Expended to		Anticipated	
		Date	Percent Complete	Completion Date	
FH	\$2,148,537	\$207,354	10%	Dec-24	



ADMIN AND OPERATIONS FACILITY

Facility - Yellow Bus Parking Facility **Total Project Budget \$3,000,000**

Concept: Identify and purchase property for vehicles

Funding: \$3,000,000 Capital Reserve

Description: Replace temporary leased parking with a permanent location

Status: Marin Transit is evaluating and identifying opportunities for land acquisition.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion Date</u>	
YF	\$3,000,000	\$0	0%	NA	

ONGOING CAPITAL EXPENSES

Ongoing Capital Expenses **Annual Budget \$418,000**

Concept: Ongoing capital expenses

Funding: \$418,000 Measure A

<u>Projects:</u>		<u>Total Project</u>		<u>Expended in</u>	
		<u>Budgets</u>	<u>Annual Budget</u>	<u>FY2024</u>	
GG	Golden Gate Capital Costs	\$18,000	\$18,000	\$11,632	
VR	Major Vehicle Repairs	\$200,000	\$200,000	\$26,745	
IF	Infrastructure Support	\$200,000	\$200,000	\$143,978	



Description: Ongoing capital costs associated with the Golden Gate operations contract, major vehicle repairs, and other small capital expenses.

Status: Capital depreciation expenses for equipment owned by Golden Gate Transit are billed monthly. Major vehicle repairs, such as transmissions, are expended as needed. Infrastructure support includes small capital projects, staff support, and work on partner agency capital projects.



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April 8, 2024

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

Subject: Policy Updates: Marin Transit's Procurement Policies and Procedures and Diversity Program for Contracts

Dear Board Members:

Recommendation

Approve Revised Marin Transit Procurement Policies & Procedures (PU-02 #7) and the change to the Disadvantaged Business Enterprise Liaison Officer (DBELO) identified in the District's Diversity Program for Contracts and Overall Disadvantaged Business Enterprise (DBE) Goal.

Procurement Policies & Procedures

Your Board originally adopted Procurement Policies and Procedures in April 2012 to ensure full and open competition and conform to applicable federal, state, and local law. In May 2018, your Board updated these policies to reflect requirements under the Federal Office of Management and Budget (OMB) Super Circular 2 CFR part 200. In October 2020, your Board updated policies to increase purchasing thresholds to be more in line with peer agencies. In September 2021, your Board added an additional federal clause. In November 2022, your board approved giving all director level positions a purchasing authority up to \$10,000. The fifth update to the policy was to correct language that was inadvertently overwritten in a previous update. The most recent update (#6) brought to your Board in February 2024 increased the General Manager's purchasing authority from \$50,000 to \$150,000.

This seventh revision makes the following changes:

1. Increases the small purchase threshold from \$150,000 to \$250,000 (Sections 2.1.1 and 4.1) to reflect the federal OMB- OM-18-18 "Implementing Statutory Changes to Micro-Purchase and the Simplified Acquisition Thresholds for Financial Assistance." The Buy America requirements retain the \$150,000 threshold.
2. Updates the reference to the dollar amount threshold for small procurements from over \$3,500 to over \$10,000 (Section 4.2). This section was inadvertently overlooked in 2020 when updating the federally funded micro-purchase threshold.



Disadvantaged Business Enterprise Liason Officer (DBELO)

As a direct recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) of the United States Department of Transportation, Marin Transit is required to implement a DBE program in accordance with Title 49 Code of Federal Regulations (CFR) Part 26. The District is required to identify a member of staff with a direct and independent reporting relationship to the District's General Manager to act as DBELO to ensure adherence to regulations and provide required reporting to FTA and Caltrans on behalf of FHWA.

The General Manager has named the District's Senior Procurement & Contracts Analyst Adam Elsibai to perform the duties of the DBELO. Your Board previously approved naming Senior Procurement & Contracts Analyst Cliff Cortes as the District's DBELO. Mr. Cortes left the District in October 2023.

The District's Diversity Program for Contracts policy and Overall Disadvantaged Business Enterprise (DBE) Goal for Fiscal Years 2023-2025 are now updated to reflect the staffing change and contact information.

Fiscal/Staffing Impact

There is no fiscal impact associated with adopting the revised *Marin Transit Procurement Policies and Procedures, revision #7* and the change in DBE Liaison Officer.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Holly B. Lundgren".

Holly Lundgren
Director of Administrative Services

Attachment A: Marin Transit Procurement Policies & Procedures, revision #7



MARIN TRANSIT

PROCUREMENT POLICIES AND PROCEDURES

Policy #:	PU-02
Subject:	Procurement
Effective Date:	April 30, 2012
1 st Revision Date:	May 7, 2018
2 nd Revision Date:	October 5, 2020
3 rd Revision Date:	September 13, 2021
4 th Revision Date:	November 7, 2022
5 th Revision Date:	March 22, 2023*
*Section reverts to revised language from revision #4 that was inadvertently overwritten in revision 3#	
6 th Revision Date:	February 5, 2024
7 th Revision Date:	April 8, 2024

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1. APPLICABILITY

This document sets forth Marin Transit's requirements for solicitation, award, and administration of its procurement actions. The purpose of these policies and procedures is to ensure competitive procurements and conform to applicable Federal, State, and local law.

These policies and procedures apply to all Marin Transit contracts and purchases regardless of funding sources, except as specifically stated.

1.1. Governance

Marin Transit's procurement actions are primarily governed by the California Government Code Section 54201-54205 and by the Federal Transit Administration (FTA) Circular 4220.1F (C 4220.1F) and Super Circular, 2 CFR part 200. Additionally, as required under California Public Contract Code Division 2, of Part 3, of Chapter 1, of Article 12, Marin Transit shall purchase all supplies, equipment and materials, and construction of facilities and works, in the same manner, procedure and subject to the same limitations applicable to the County of Marin.

In all procurements using any amount of Federal funds, Federal requirements shall generally supersede State law. Where no Federal funds are involved, procurement actions shall be governed by applicable State law. References to statutes or regulations in this document shall be deemed to refer to any subsequent revisions or amendments which may be enacted from time to time.

1.2. Contracts Outside the Scope of This Policy

1.2.1. Real Property

Procurements of real property consisting of land and any existing buildings and structures on that land are beyond the scope of this policy. However, this policy does apply to construction of buildings, structures, or appurtenances that were not on land when that land was acquired. This policy also applies to any alterations or repairs to building or structures existing on that land when that land was acquired, to transactions in support of real property acquisition such as real estate consultants, and to leases.

1.2.2. Other Acquisitions

This policy shall not apply to: joint development projects (except construction); purchases from government-regulated entities such as public utilities that are granted market exclusivity by the regulating agency; purchases of professional subscriptions, memberships, seminars, and expenses in connection with industry meetings and conferences; travel

and living expenses on Marin Transit business; and other similar expenditures incidental to the routine conduct of Marin Transit's business.

1.2.3. Revenue Contracts

Revenue contracts are not subject to this policy. A revenue contract is one in which Marin Transit provides access to public transportation assets for the primary purpose of either producing revenues in connection with a public transportation-related activity or creating business opportunities involving the use of Marin Transit property. Where feasible, a competitive process suitable to the type and scope of the activity involved and the availability of competition shall be conducted, for example where there are several potential competitors for a limited opportunity (such as advertising space associated with Marin Transit assets). Where the nature of an opportunity allows reasonably unlimited access for all competitors, the opportunity shall be made available to all such parties without restriction.

1.2.4. Employment Contracts

Employment contracts are not subject to this policy, as they involve individuals becoming employees of Marin Transit.

2. CONTRACTING AUTHORITY AND CONTRACT APPROVAL

2.1. Contract Approval Requirements

2.1.1. Purchasing Thresholds

Micro-purchases are purchases of \$25,000 or less if no Federal funds are involved and \$10,000 or less if Federal funding is present.

Small purchases are purchases valued at more than the micro-purchase limit but less than the Federal Transit Administration small purchase threshold, currently \$~~450~~250,000.

2.1.2. Board of Marin Transit Approval

All contracts for goods or services in excess of \$150,000 must be awarded by approval of the Board of Marin Transit.

2.1.3. General Manager Approval

All contracts valued at or less than \$150,000 but over \$10,000 shall be approved by the General Manager in writing.

2.1.4. Director Approval

Purchases under \$10,000 may be approved by the Director level positions.

2.1.5. Delegations

The authorizations specified above may be delegated in whole or in part, by written direction of the holder of the authority.

2.1.6. Change orders

The above authorizations apply to both new procurements and to change orders.

2.1.7. Emergencies

The General Manager may authorize the award of contracts or change orders exceeding Marin Transit's threshold for approval in the following cases:

- When emergency action is required to prevent loss of life, damage to property, a threat to public safety or the environment, or the disruption of transit service or other essential functions of Marin Transit.
- Where an emergency has been declared by local, State or national officials affecting Marin Transit's service area, directly or indirectly, or a request for waiver of regulatory requirements has been entered on FTA's Emergency Docket.

All emergency procurements must be documented in writing.

3. GENERAL PROCUREMENT STANDARDS

3.1. Standards of Conduct

The Marin Transit Board of Directors has adopted a separate written code of conduct that conforms to FTA Circular 4220.1F. This sets forth the required standards of conduct relating to all procurement activities. The standards of conduct cover conflicts of interest and govern the actions of employees engaged in the selection, award, or administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of Marin Transit may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct provides for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Marin Transit.

In addition, under the California Political Reform Act, all public agencies are required to adopt a conflict of interest code that designates positions required to file Statements of Economic Interests (Form 700).

3.2. Economic Purchasing

Marin Transit shall avoid acquisition of unnecessary or duplicative items. From time to time, Marin Transit shall review procurement activity to determine if certain classes of purchases should be consolidated or broken out to obtain more economical pricing. Where appropriate, analysis shall also be made of lease versus purchase alternatives or any other appropriate methodology to determine the most economical approach. Marin Transit shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

The District shall use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. Marin Transit shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

3.3. Specifications

All solicitations shall have a clear and accurate description of the technical requirements for the material, product, or service to be procured. These descriptions shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, describe minimum essential characteristics and standards to which the product or services must perform. Whenever practical, requirements shall be described in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications are to be avoided if at all possible. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance;

however, when this method is used, the specification must set forth the salient characteristics that the product must meet, and vendors shall be allowed to offer "equal" products meeting the salient characteristics. Specifications for bid solicitations, whether by small purchase or formal procurement, shall be sufficiently detailed to ensure that bidders may submit pricing on like products. Specifications or scopes of services for negotiated procurements may be more general and accommodate the possibility of alternative solutions or products.

3.4 Procurement Process and Oversight Responsibilities

Marin Transit shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(i) Marin Transit shall maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) (1) Marin Transit may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to Marin Transit is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract will set a ceiling price that the contractor exceeds at its own risk. Further, Marin Transit will assert a high degree of oversight of the contract to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) In accordance with good administrative practice and sound business judgment, Marin Transit shall be entirely responsible for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to: source evaluation, protests, disputes, and claims. These standards do not relieve Marin Transit of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for Marin Transit's unless the matter is primarily a

Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

3.5 Joint Procurement

When appropriate, Marin Transit shall consider combining or “pooling” their procurements to obtain better pricing. In general, joint procurements are often more desirable than procurements through assignment (see 3.6.2 below) because an assignment does not represent the combined buying power of more than one purchaser at the time when prices are established. A joint procurement may also offer the advantage of permitting Marin Transit to acquire property and services more closely responsive to the District’s material requirements than would be available through assignment of existing contract rights.

3.6 Record Keeping

Marin Transit shall maintain records detailing the history of a procurement in a manner consistent with the size, complexity and cost of the contract. Federal regulations require these records to be maintained for three years after Marin Transit has made final payment and all other pending matters are closed. At a minimum, the procurement history must include the following information:

- Rationale for the method of procurement (i.e. IFB, RFP, sole source.)
- Sole source justification for any purchase that is not competitive
- Selection of contract type (i.e. fixed price, cost reimbursement)
- Reasons for contractor selection or rejection
- Written responsibility determination for the successful contractor
- Basis for contract price (i.e. cost/price analysis)

3.7 Use of Existing Contracts

3.7.1 GSA, State of California, and Local Government Purchasing Schedules

Both the U.S. General Services Administration (GSA) and the California Department of Governmental Services maintain purchasing schedules or purchasing contracts for various commodities and services. Marin Transit may use contracts of this type in accordance with the governing law and regulations of the agency establishing them.

Marin Transit may also use other state or local government purchasing schedules. In this instance a state or local government has made an

arrangement with several vendors in which those vendors agree to provide essentially an option to the state or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. The state or local government then, with the agreement of the vendor, provides the listed property or services to others. The CalACT/MBTA Vehicle Purchasing Cooperative would be an example of this procurement method.

3.7.2 Acquisition Through Assigned Contract Rights “Piggybacking”

Marin Transit may use contract rights assigned from another agency when that agency finds that it has inadvertently acquired contract rights in excess of its needs (sometimes referred to as “piggybacking”). A number of FTA requirements must be met before such a contract may be used. FTA requires that the existing contract contain an assignability clause and all required FTA contract clauses and certifications; these clauses cannot be added by Marin Transit as part of its use of the existing contract. All quantities acquired by assigned contract rights must be within the original contract quantities (including options) and acquired within the term of the existing contract. Marin Transit must determine that the agency with the contract complied with all FTA requirements relating to competition and performance of a cost or price analysis. Marin Transit must also perform its own cost or price analysis to determine that the prices it shall pay are fair and reasonable. Marin Transit staff shall ensure all appropriate documentation from the original awarding agency is retained in the procurement file for that acquisition.

3.7.3 Options

Marin Transit may include options in its contracts to ensure the future availability of property or services. An option is a unilateral right such that for a specified time the District may acquire more equipment, supplies, or services than originally procured. An option may also extend the term of the contract.

3.7.4 Impermissible Contract Actions

The following contract actions are not permitted on projects funded with Federal assistance.

3.7.4.1 Improper Contract Expansion

A contract shall not be expanded when it includes a larger scope, greater quantities, or options beyond the original reasonably anticipated needs. A contract shall not be expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.

3.7.4.2 Cardinal Change

A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as “tag-ons”. A change within the scope of the contract (sometimes referred to as “in-scope” change) is not a “tag-on” or cardinal change.

Recognizing a cardinal change to a contract can be difficult. FTA has not developed a finite list of acceptable contract changes. Tests to determine if a change is a cardinal change involve the nature and extent of the work to be performed, the amount of effort involved, whether the change was originally contemplated at the time the original contract was entered into, or the cumulative impact on the contract’s quantity, quality, costs and delivery terms.

In the case of rolling stock, a major change in quantity or a substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. Additional guidance on cardinal changes can be found on page V-7 and V-8 of the FTA Circular 4220.1F and in the FTA Best Practices Procurement Manual, section 9.2.1- Contract Scope and Cardinal Changes.

3.8 Protests

Marin Transit has adopted a bid protest policy to provide remedy for supplier protests that cannot be informally resolved.

3.9 Contract Period

The period of contract performance for rolling stock and replacement parts cannot exceed five years, inclusive of options, as defined in FTA Circular 4220.1F. The length of all other contracts shall be based upon sound business judgment, including consideration of issues such as the nature of the item being purchased, the need to afford the contractor a reasonable opportunity to recapture any start-up costs, the need to afford competing vendors the opportunity to do business with Marin Transit, and the relative benefit to Marin Transit of a longer or shorter contract term. All contracts must specify a contract period of performance, either in the form of delivery schedules for contract deliverables such as commodities, or a specific end date for service contracts.

4. FULL AND OPEN COMPETITION

4.1. Competition

All procurement transactions shall be conducted in a manner intended to maximize full and open competition. Full and open competition means that all responsible sources are permitted to compete. In implementing this standard, staff members are expected to be aggressive in identifying potential vendors for each procurement. At a minimum, each procurement expected to cost above ~~\$450,250~~,000 (the FTA small purchase threshold) shall be posted on Marin Transit website's procurement page for downloading and known vendors shall be directly informed of the project and encouraged to respond to the solicitation. In addition, each competitive procurement above the small purchase threshold may be advertised in local, and, as appropriate, regional, national and trade publications. The advertisement and notice should provide the solicitation title, the date of any pre-bid or pre-proposal conference, and the date and time for receipt of responses to the solicitation. Advertisements and notices shall be issued at the beginning of the solicitation period or as soon after as practical to accommodate the advertising schedules of publications. For procurements within the small purchase threshold formal advertising is not required but may be used if appropriate.

4.2. Restrictions on Competition

All procurement transactions over ~~\$3,500~~ - ~~\$10,000~~ shall be conducted in a manner providing full and open competition, without providing an unfair competitive advantage to any potential vendor. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Unreasonable requirements placed on firms in order for them to qualify to do business.
- Unnecessary or excessive experience, excessive bonding, insurance, warranty or similar requirements which affect an otherwise qualified firm's ability to compete. Such requirements must also, however, be established in a manner consistent with protection of Marin Transit's interests.
- Noncompetitive pricing practices between firms or between affiliated companies.
- Noncompetitive awards to any person or firm on retainer contracts.
- Organizational conflicts of interest.
- Specifying only a "brand name" product, without specifying that equivalent products shall be accepted and providing salient characteristics or other descriptive information sufficient to allow bidders to identify and propose such equivalent products.

- The use of specification requirements and evaluation criteria that unnecessarily favor an incumbent contractor.
- Any arbitrary action in the procurement process.

4.3. Geographic Preferences

This section is applicable only to FTA-funded procurements.

Procurement transactions shall be conducted in a manner that prohibits the use of statutory or administratively imposed state, local, or tribal geographical preferences in the solicitation and evaluation of bids or proposals, except in those cases where applicable Federal statutes or regulations expressly mandate or permit geographic preference. This does not preempt State or local licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

4.4 Record of Procurement Transactions

Marin Transit shall use written procedures for procurement transactions. These procedures ensure that all solicitations:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description shall be used to define the performance or other salient requirements of procurement. The specific features of the named brand that must be met by offers shall be clearly stated; and
- Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Marin Transit shall ensure that all prequalified lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, Marin Transit will not preclude potential bidders from qualifying during the solicitation period.

4.5 Metric Measurements

Marin Transit will accept property and services with dimensions expressed in metric measurements, to the extent practicable and feasible.

5. CONTRACT TYPES

5.1. Typical Contract Types

5.1.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.1.2. Cost Reimbursement and Cost plus Fixed Fee

A cost plus fixed fee contract provides that the contractor shall be reimbursed for its labor and material costs and for its direct expenses, plus a fixed fee for profit that is paid regardless of any overrun or under-run of the total costs established at time of contract award. The intent is to provide the contractor with an incentive to work as efficiently as possible in order that the fee shall represent a higher percentage of its costs. This type of contract may also provide for other types of fee as incentives for improved performance.

5.2. FTA Prohibited or Restricted Contract Types

5.2.1. Cost Plus a Percentage of Cost – Prohibited

Contracts that are structured with payment provisions based on the incurrence and payment of actual costs, such as direct labor, with a fixed percent mark-up on the actual costs incurred for (a) profit, (b) indirect costs, (c) or both, are prohibited by Federal statute.

5.2.2. Percentage of Construction Cost - Prohibited

5.2.3. Time and Materials – Restricted

A time and material contract or change order is one in which a clear scope cannot be defined, due to unknown conditions or circumstances affecting the work. Typically, this shall involve an emergency situation. Since such contracts provide no incentive for the contractor to work efficiently or in a cost-effective manner, FTA restricts their use to situations in which no other type of contract is feasible. Such contracts shall specify a ceiling price (a limitation of funding) that the contractor shall not exceed except at its own risk. The contractor's accounting system must be verified to ensure that it is adequate to properly segregate and bill costs and

thorough oversight is required to verify the amount of work performed and materials used. Every effort shall be made to limit the scope of a time and materials contract or change order until another type of contract or change order can be established.

6. METHODS OF PROCUREMENT

6.1. Micro-purchases

Micro-purchases are purchases of \$10,000 or less if Federal funds are involved, or \$25,000 for projects entirely funded without Federal funds. Micro-purchases can be made without obtaining competitive quotations. These purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, shall apply to Federal construction contracts exceeding \$2,000. Micro-purchases shall be distributed equitably among qualified suppliers. Purchases shall not be divided or reduced in size merely to come within the micro-purchase limit.

The only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how this determination was made. The documentation shall state that: "The price(s) paid for items are determined to be fair and reasonable, based on the following:"

- Adequate competition (two or more quotes received with an award made to lowest)
- Current price lists or off-the-shelf pricing
- Catalog price
- Prices found reasonable on recent previous purchases
- Advertisements
- Similar items in a related industry
- Independent price estimate (attach documentation)
- Other (cite basis)

6.2. Small Purchases

Small purchases are relatively simple and informal solicitations for services, supplies, or other property valued at more than the micro-purchase limit but less than the FTA small purchase threshold, currently \$~~150~~²⁵⁰,000. These purchases are exempt from FTA's Buy America requirements which have an established small purchase threshold of \$150,000.

The following procedures apply to small purchases:

- Price or rate quotes must be obtained from an adequate number of qualified sources.
- Purchases shall not be divided or reduced in size merely to come within the small purchase limit.
- The request for quotes and the actual quoted prices must be documented in the procurement file.

6.3 Purchase by Sealed Bids (formal advertising).

a) Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

b) For sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

c) If sealed bids are used, the following requirements apply:

- (i) Bids shall be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids shall be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals shall be solicited from an adequate number of qualified sources;

(3) Marin Transit shall have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) Marin Transit may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from Marin Transit; or

(4) After solicitation of a number of sources, competition is determined inadequate.

6.4 Competitive Solicitations (IFB and RFP)

6.4.1 General Standards for Either IFB or RFP

6.4.2 Advertising

The intent of advertising a solicitation is to make every reasonable effort to inform potential vendors of the business opportunity. Each such solicitation shall be posted on the procurement page of Marin Transit's website. If deemed appropriate the solicitation shall be published in appropriate local, regional, national, and trade media designed to reach the target vendor pool or posted on applicable trade association or other websites.

6.4.3 Pre-Qualification

Pre-qualification or other methods of restricting responses shall not ordinarily be used unless required for security or public safety reasons or by law. If vendors are to be pre-qualified for a specific procurement, the following requirements apply:

- The qualifications standards must be limited to those essential for the procurement.
- Any pre-qualification list used is current.
- The prequalification process must include enough qualified sources to provide maximum full and open competition.
- Potential bidders or offerors must be permitted to qualify during the solicitation period (from the issuance of the solicitation to its closing date). However, a particular solicitation need not be held open to accommodate a potential supplier that applies for approval before or during that solicitation, nor must prequalification evaluations of bidders, offerors, or property presented for review during the solicitation period be expedited or shortened to conform to the solicitation period.

- Any prequalification testing, or testing of potential approved equal products, must take into account (1) the frequency of solicitations for an item; if an item is solicited on a regular basis, the testing may allow the provider to participate in future solicitations; if the solicitation is unique or rare, more consideration should be given to allowing completion of the testing process for that procurement; (2) the length of time required to reasonably test the item to verify acceptability; and (3) the cost to Marin Transit of conducting a testing process.

6.4.4 Selection Procedures

Marin Transit shall have written selection procedures that ensure fair, unbiased evaluation of competing offers for all types of competitive procurement transactions.

If Marin Transit intends to reserve its right to award to other than the low bidder or offeror, this information shall be stated in the solicitation document.

If Marin Transit intends to reserve its right to reject all bids or offers, this information shall be stated in the solicitation document.

6.4.5 Amendments

Responses to any questions from prospective sources, or any amendments to the solicitation, shall be distributed to all parties known to have received the solicitation, and posted on the Marin Transit website. Should the amendment substantially change the terms of the solicitation, the period for receipt of offers shall be extended to allow offerors to revise their submittals accordingly.

6.4.6 Invitation for Bid (IFB)

Bids in excess of the small purchase limit are publicly solicited through a formal Invitation for Bids (IFB) and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the IFB is lowest in price.

Competitive sealed bidding is the preferred method of procurement for acquiring property, construction, and other services.

6.4.7 When to use IFB

A sealed bid (IFB) should be used when the following circumstances are present:

- A complete, adequate, precise, and realistic specification or purchase description is available.
- Two or more responsible bidders are willing and able to compete effectively for the business.
- The procurement generally lends itself to a fixed price contract.
- The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract shall be made based on price and price-related factors alone. However, a pre-bid conference with prospective bidders before bids have been received can be useful.

6.4.8 IFB Procedures

The following procedures apply to sealed bid procurements:

- The invitation for bids is publicly advertised.
- Bids are solicited from an adequate number of known suppliers.
- The invitation for bids, including any specifications and pertinent attachments, describes the property or services sought in sufficient detail that a prospective bidder shall be able to submit a proper bid.
- Bidders are allowed sufficient time to prepare bids before the date of bid opening.
- All bids are publicly opened at the time and place prescribed in the invitation for bids.
- A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.

- Any or all bids may be rejected if there is a sound, documented business reason.

6.4.9 Single Bid

In the event that a single responsive bid is received from a responsible bidder, Marin Transit may negotiate with the bidder to ensure that a fair and reasonable price is obtained. If the responsive bid from the lowest responsible bidder exceeds available funds, Marin Transit may negotiate with the apparent low bidder to obtain a contract price within available funds, provided that Marin Transit has established, in writing conditions and procedures for such negotiations prior to issuance of the IFB and summarized them therein. Marin Transit may not, as part of a negotiation process, modify or alter the scope and specification defined in the IFB in a manner that might have attracted additional bidders if incorporated in the solicitation.

6.4.10 Request for Proposal (RFP)

The competitive negotiation procurement process is conducted through a formal Request for Proposals (RFP). This method of procurement is generally used when the nature of the procurement does not lend itself to sealed bidding and Marin Transit expects more than one source shall be willing and able to submit an offer or proposal.

6.4.11 When to use RFP

The competitive negotiation method (RFP) of procurement is appropriate when the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is not available.
- The selection of the successful offeror requires consideration of factors other than price.
- Discussions with offerors are anticipated to be needed.

6.4.11.1 Contract Type for RFP

Either a fixed price or cost reimbursable type contract may be awarded under this process.

6.4.11.2 Evaluation Factors

Each RFP must include a description of the factors other than price by which proposals shall be evaluated. Evaluation factors and sub factors shall be listed in order of their relative importance. Evaluation factors

may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan.

6.4.13 Revised Proposals

The most common tool used by procurement officials in competitive negotiations is a request for a revised proposal. Typically, the deficiencies of a proposal are listed and explained. A complete revised proposal, including price (except under the Brooks Act) is requested from each offeror in the competitive range. Unless explicitly stated otherwise, the revised offer extinguishes the prior offer. The proposer should identify all changes in the revised offer. The submission of the revised offers can trigger another round of evaluations, determination of a new competitive range, and discussions. This cycle may be repeated as many times as necessary to obtain the most advantageous offers.

6.4.14 Best and Final Offer

A best and final offer (BAFO) may be requested of each offeror in the competitive range at the conclusion of discussions (negotiations) with those offerors. A "best and final offer" is requested from those offerors in the competitive range. If the other offers have no viable chance of being made competitive by this time, a BAFO may be requested from only one proposer; recognizing that there is little competitive pressure under those circumstances. If any offeror does not respond to this request, their most recent offer shall be considered the best and final offer.

6.4.15 Special Procurement Considerations

6.4.15.1 Two-Step Procurement Procedures

This is a procurement method involving the submittal of unpriced technical proposals in the first step, and a price submittal in the second step. This method can be used in both sealed bid and competitively negotiated procurements.

The first step is a review of the prospective contractors' technical approach to Marin Transit's request and technical qualifications to carry out that approach. Marin Transit may then narrow the competitive range to prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.

The second step consists of soliciting and reviewing complete bids (sometimes referred to as —two-step sealed bidding) or proposals

(as in —competitive negotiations), including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, Marin Transit should attempt to solicit bids or proposals from at least three qualified prospective contractors. Unlike qualifications-based procurement procedures required for A&E services, Marin Transit shall consider all bid or proposal prices submitted as well as other technical factors, rather than limiting reviews to the most qualified bidder or offeror.

6.4.15.2 Architectural and Engineering (A&E) and Other Professional Services

Marin Transit shall use qualification-based competitive proposal procedures based on the Brooks Act, of the United States Code.

Qualifications-based procurement procedures must be used not only when contracting for A&E services, but also for other services listed in 49 U.S.C. § 5325(b)(1) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. For example, a contractor performing program management, project design, construction management, or engineering services in which that contractor would select the finished products to be acquired for an FTA assisted construction project must be selected through qualifications-based procurement procedures.

Marin Transit is prohibited by FTA from using qualifications-based procurement procedures to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Even if a contractor has performed services listed herein in support of a construction, alteration, or repair project involving real property, selection of that contractor to perform similar services not relating to construction may not be made through the use of qualifications-based procurement procedures.

A project involving construction does not always require that qualifications-based procurement procedures be used. Whether or not qualifications-based procurement procedures may be used depends on the actual services to be performed in connection with the construction project. For example, the design or fabrication of message signs, signals, movable barriers, and similar property that shall become off-the-shelf items or shall be fabricated and delivered as final end products for installation in an FTA assisted construction project are not services for which qualifications-based procurement procedures may be used. Nor are actual construction, alteration, or repair to real property the type of services for which qualifications-based procurement procedures may be used.

The following procedures apply to qualifications-based procurements:

- An offeror's technical qualifications are evaluated to determine contract award.
- Price is excluded as an evaluation factor.
- Negotiations are first conducted with only the most qualified offeror.
- Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price Marin Transit believes to be fair and reasonable.

When no Federal funds are involved in funding a procurement for professional services, Marin Transit shall comply with the requirements of California Government Code §4525, which defines a process similar to the Brooks Act to be used for all professional service procurements.

6.4.15.3 Design Build

The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that shall be responsible for both the project design and construction. Information on selecting the appropriate procurement method and selection process can be found in FTA Circular 4220.1F pages VI-14-VI-16.

Design build projects must also comply with any State of California Requirements.

6.4.16 Sole Source

Non-competitive (sole source) procurements are accomplished through solicitation and acceptance of a proposal from only one source. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this section. Guidance as to what is "outside the scope" of a contract may be found in section 1.2 of this document.

6.4.16.1 Justification for Sole Source

Sole source procurement may be used when only one source is practicably available, and the award of a contract is infeasible under competitive small purchase procedures, sealed bids, or proposals and at least one of the following circumstances applies:

The item is available only from one responsible source because:

- It involves a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted and is available to Marin Transit only from one source and has not in the past been available to Marin Transit from another source.
- Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
- Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- Unacceptable Delay. In the case of a follow-on contract for the continued development or production of highly specialized equipment or major component thereof, award to another contractor would result in unacceptable delays in fulfilling Marin Transit's needs.
- A single bid or proposal was received in response to a solicitation and competition was determined to be inadequate.
 - Adequate Competition. Competition is adequate when the reasons for few responses were caused by conditions beyond Marin Transit's control. Many unrelated factors beyond the District's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, the competition requirements shall be fulfilled, and the procurement shall qualify as a valid competitive award.
 - Inadequate Competition. Competition is inadequate when, caused by conditions within the District's control. For example, if the specifications used were unduly restrictive.
- An unusual and urgent need for the property or services exists such that Marin Transit would be seriously injured unless it were permitted to limit the solicitation. Marin Transit may also limit the solicitation when an urgent public need or emergency shall not permit a delay resulting from competitive solicitation for the property or services.

- FTA authorizes noncompetitive negotiations (e.g., in the original grant application and approval process).
- Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

Sole source is not justified based on a failure to plan.

6.4.16.2 Documentation

When less than full and open competition is available the following procedures apply:

- A written sole source justification must be prepared justifying the decision based on the criteria in section 6.4.16 above.
- A cost analysis must be prepared or obtained verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.

6.4.17 Options

An option is a unilateral right in a contract by which, for a specified time, Marin Transit may elect to purchase additional or alternative equipment, supplies, or services called for by the solicitation and/or contract, or may elect to extend the term of the contract. The use of options must be limited to quantities of goods or services that are reasonably anticipated to be required by Marin Transit during the term of the contract; options may not be included solely with the intent of assigning them to another entity in the future; however, contracts may include a provision allowing assignment to other agencies in the event of a change in Marin Transit's anticipated requirements, in accordance with FTA regulations and guidance.

The option quantities or periods must be defined in the solicitation; contained in the offer upon which a contract is awarded; and evaluated as part of the initial award process; i.e., the options must be evaluated in combination with prices for the base quantity to determine the low bidder. When an option has not been evaluated to determine the low bidder for award of the contract, exercise of the option shall be considered a sole source procurement and must be justified as such.

The exercise of an option must be in accordance with the terms and conditions of the option as stated in the initial contract, and an option may not be exercised unless it is determined that the option price is

better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised, cost and other factors considered.

If sequential options (e.g., a series of one-year extensions) exist, the failure to timely and properly exercise any option shall void all subsequent options.

Marin Transit may exercise options in contracts of other public agencies ("piggybacking") in accordance with FTA regulations and guidance. This process requires the following:

- A documented verification that the contract containing the option was procured in accordance with all FTA requirements, including obtaining copies of the relevant documents from the procuring agency.
- A separate contract or purchase order should be entered into between the vendor and Marin Transit.
- Where purchases are made from State or local purchasing schedules or contracts which do not include all FTA requirements, the necessary contract terms, representations and certifications may be added by agreement of the parties. However, the contract may not be modified to substantively change the product or services being acquired.

6.4.18 Electronic Commerce

Marin Transit may employ electronic commerce to conduct procurements; specifically electronic bidding or reverse auctions. In advance of using this procurement method written procedures must be established in compliance with FTA Circular 4220.1F, Chapter III, §3. f.

6.5 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) Marin Transit must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

7 CONTRACT COST AND PRICE ANALYSIS

7.1 Requirement

A cost or price analysis must be performed for every FTA-funded procurement action, including change orders in excess of the Simplified Acquisition Threshold of \$150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. FTA's "Pricing Guide for Grantees" provides guidance in performing the appropriate degree of cost or price analysis.

7.2 Independent Cost Estimate

Any cost or price analysis must be based on an independent cost estimate, which should be developed before a solicitation is issued, but in no event after the receipt of bids or proposals. For change orders, the independent estimate must be prepared without knowledge of the contractor's proposed pricing.

7.3 Cost Analysis

A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost. A cost analysis is not required when the pricing reflects a catalog or market price of a commercial product sold in substantial quantities to the general public or is based on prices set by law or regulation.

A cost analysis shall be necessary when adequate price competition is lacking, including sole source procurements (including change orders), unless

price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation. Where change orders involve items for which unit prices are included in the contract, a cost analysis is not required.

Profit is to be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration should be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts shall be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles allowable under Subpart E-Cost Principles of Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards Price Analysis

A price analysis looks at the price as a whole without examination of its various components.

Several techniques may be used in performing a price analysis:

- Comparing prices to those obtained for previous procurements.
- Comparing prices to those obtained by other agencies for like items.
- Comparing the range of prices received for the procurement involved, a price more than 10 percent higher or lower than the other prices received may raise questions as to whether the bidder interpreted the bid requirements differently than did the other bidders and may render the bid price unreasonable.
- Requiring each bidder to certify that the prices offered are no higher than those charged other customers for items of similar quality and quantity.

A price analysis may be used in all instances where a cost analysis is not required to determine the reasonableness of the proposed contract price.

Adequate price competition may be determined to exist when the perception of competition exists, even if only one bid or proposal is received; conversely, the receipt of multiple bids or proposals with widely differing prices may not constitute adequate price competition.

8 CONTRACT PROVISIONS

8.1 Federal Contract Provisions

To the greatest extent possible, Marin Transit shall employ appropriate standard contract provisions for each type of procurement. Contract provisions are usually contained in a set of General Conditions, which are standard for all procurements of that type, and in a set of Special Provisions, which are customized to either: add to, delete, or modify portions of the General Conditions. Each contract shall include all Federally-mandated provisions, in accordance with the matrix contained in FTA Procurement Circular 4220.1F ("Circular"), Appendix D, and in Appendix A to the FTA Best Practices Procurement Manual, ("BPPM").

8.2 Disadvantaged Business Enterprise (DBE)

In accordance with Marin Transit's Disadvantaged Business Enterprise Policy, DBE firms shall have an opportunity to participate in awards of contracts and subcontracts. Solicitations shall state if there is a DBE goal for the project, and outreach shall be made to DBE firms and the DBE community.

8.3 Liquidated Damages

Marin Transit may use liquidated damages when it reasonably expects to suffer damages through delayed contract completion or lack of contractor performance. The rate and measurement standards shall be calculated to reasonably reflect Marin Transit's costs should the standards not be met and shall be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, shall be established if that measurement is appropriate. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered on a Federally-funded project must be credited to the project account involved unless FTA permits otherwise.

8.4 Bonding Requirements

8.4.1 Construction

Marin Transit shall require bid, performance, and payment bonds in compliance with requirements for construction-related procurements as defined in FTA Circular 4220.1F, Chapter IV, §2. h, if Federal funds are involved. FTA requires, for all construction contracts in excess of the Federal small purchase threshold (currently \$150,000), that the contractor provide a bid bond equal to 5 percent of the bid amount; a performance bond for 100 percent of the contract price; and a payment bond equal to 100 percent of the contract price. A payment bond is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided

for in the contract. On award, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the District beyond 60 days from the time the award is made.

8.4.2 Non-Construction

For non-construction contracts, bonding requirements are discouraged except where applicable law or regulation provides for such bonding, or Marin Transit determines that such a requirement is necessary as part of the overall risk management plan for a project. In making this determination, consideration should be given to the additional project costs to be expected, and the potential effect of limiting the vendor pool.

8.4.3 Alternate Method of Security

To the extent permitted by applicable law and regulation, Marin Transit may permit substitution of cash, a cashier's check made payable to the district, a certified check made payable to the district, or a bond executed by an admitted surety insurer made payable to the district.

No bond may be required unless the requirement is specifically identified in the solicitation document.

8.5 Industry Contracts

Marin Transit shall take special care when using an industry developed contract or contract that is provided by a bidder or offeror. Not only may that contract lack the required Federal provisions, but its terms may also be unfavorable to Marin Transit. This policy does not prohibit the use of industry forms, specifications, or contract terms when their use would benefit the District and would accommodate Federal requirements.

8.6 Levine Act

All solicitations shall include the following statement:

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract.

8.7 Non-Collusion Declaration

California PUC Section 7106 requires bidders on all public works contracts to declare under penalty of perjury that the bidder has not participated in various

collusive activities. This declaration is required for every bid on every public works contract. This declaration must also include a representation that the person executing the declaration on behalf of a corporation or other entity is fully empowered to execute the declaration.

8.8 Payment Provisions

8.8.1 Advance Payments

The use of FTA funds for payments in advance of the incurrence of costs by the contractor is generally prohibited, without prior written approval from FTA. FTA does permit advance payments from FTA funds for those purchases where advance payment is customary in the commercial marketplace such as utility services, rents and subscriptions. FTA approval of such advance payments is required when the amount exceeds \$100,000. Marin Transit should not make advance payments using other funds (including local match funds) except where (a) it is customary in the industry, or (b) there are sound business reasons (e.g. to enable a more cost-effective pricing structure) for doing so; in the latter case, the file shall be documented to fully justify the advance payment. In making this determination, consideration should be given to factors such as the additional cost of requiring a vendor to fund the purchase of costly equipment and materials for a custom-built piece of equipment, and the potential for restricting competition.

8.8.2 Progress Payments

Progress payments are to be made only for costs incurred and value received in the performance of the contract. "Value received" requires that Marin Transit must obtain title or other adequate security interest in the items paid for in the progress payment, through a bill of sale, or other documented security interest sufficient to establish ownership and exclude the items from any bankruptcy or other seizure of assets. In the case of studies or design contracts, this requirement may be satisfied by receipt and acceptance of a preliminary or final document. A contract involving progress payments must specify that all documents, designs, working papers and other materials for which a progress payment is made, complete or incomplete, become the property of Marin Transit. Progress payments for construction contracts may be made on a percentage of completion basis; this method may not be used for non-construction contracts.

9 RECEIPT AND EVALUATION OF BIDS AND PROPOSALS

9.1 Sealed Bids

Sealed bids must be received prior to the exact time specified in the IFB. Late bids are not acceptable and shall be returned to the bidder unopened. The

envelope of each bid received shall be stamped with the date and time of receipt, to verify timeliness. Bids shall be publicly opened, and the bid prices read. Each bid should be recorded in writing, including the name of the bidder and the bid price.

9.2 Competitive Proposals

Proposals must be received prior to the exact time specified in the RFP. Proposals are not publicly opened. A list of proposals shall be made available, including the name of the proposer and the number of copies received.

9.3 Responsiveness Review

Both bids and proposals are subject to requirements of responsiveness. Usually the requirement of responsiveness for a bid is more complex than for a proposal. This is because a bid is "locked in" at the time of receipt, and proposals are subject to discussions and negotiations. As a result, many items required with a sealed bid need not be submitted with a proposal. Responsiveness looks at the submittal as of the time it was received, and an offeror cannot later correct a deficiency. Any defect in an area of responsiveness requires the rejection of the bid or proposal. Consequently, only items essential to the award should be specified as matters of responsiveness. The submittal of product samples, for example, is usually better treated as a matter of responsibility. Generally, matters of responsiveness include timeliness of receipt, proper signatures for a commitment by the offeror to provide the items solicited, required DBE submittals, and, where required, bid bonds. Proper completion of the pricing form is a matter of responsiveness for sealed bids; any exception to the terms and conditions of an IFB renders a bid non-responsive.

9.4 Responsibility Review

Contractors must be capable of successfully performing under the terms and conditions of the proposed contract. The responsibility review considers the following:

- **Technical Capacity:** The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them to perform the project successfully within the allocated time. This evaluation looks at the contractor's staffing, management systems, equipment, and ability to accurately track costs and submit proper invoices. Possession of any required licenses should also be verified.
- **Financial Resources:** The necessary capital to finance the contract performance. This evaluation looks at the contractor's financial statements, banking relationships and financial and credit history. Prior financial difficulties or even bankruptcies do not necessarily render a

contractor non-responsible but require a deeper look at its current financial situation.

- Past Performance: Any prior default or other failure to complete a contract should be investigated.
- Integrity and Ethics: Compliance with applicable laws and regulations, including affirmative action and DBE requirements, and other public policies. Any debarment or suspension at the Federal or State level should be investigated; Marin Transit shall not award a contract to a firm currently debarred or suspended by the Federal government or the State of California. The file for every procurement above the small purchase limit shall include documentation that the awardee is not listed on the U.S. General Services Administration's Excluded Parties List System or the State of California Department of Labor Standards Enforcement (DLSE) list of debarments found at <http://www.epls.gov> .

9.5 Evaluations

9.5.1 General

When evaluating bids or proposals, all evaluation factors specified in the solicitation documents should be considered, and the bids or offers should only be evaluated based on the evaluation factors included in those solicitation documents. Evaluation factors may not be modified after bids or proposals have been submitted without re-opening the solicitation.

9.5.2 Options

In awarding the contract that shall include options, the following standards apply:

- Evaluation Required. In general, Marin Transit shall evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.
- Evaluation Not Required. Marin Transit need not evaluate bids or offers for any option quantities if it determines that evaluation would not be in its best interests. An example of a circumstance that may support this determination not to evaluate bids or offers for option quantities is when Marin Transit is reasonably certain that funds shall not be available to permit it to exercise the option.

9.5.3 Evaluators

In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that Marin Transit determines

would be necessary or helpful. Evaluation duties may be assigned to Marin Transit staff or to outside (including contracted) evaluators based on the proposal complexity and size.

10 CONTRACT ADMINISTRATION

10.1 Contract Administration

Contract administration ensures that Marin Transit and its contractors comply with the terms, conditions, and specifications of their contracts and applicable Federal, State and local requirements.

10.2 File Contents

For sealed bid procurements and competitive negotiations, the contract administration file should include the following:

- The executed contract and notice of award;
- Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
- Contract-required insurance documentation;
- Post-award (pre-performance) correspondence from or to the contractor or other Governmental agencies;
- Notice to proceed;
- Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- Modifications/changes to the contracts including the rationale for the change, change orders issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority (i.e., city council, board of directors, executive director) of the settlement amount;
- Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- Documentation relating to contract close-out.

For small purchases and micro-purchases documentation may only need to consist of standard purchasing documents.

11 CHANGE ORDERS

11.1 Definition

A change order means an order authorized by Marin Transit directing the contractor to make changes, pursuant to contract provisions for such changes, with or without the consent of the contractor. There are two general types of change orders: (1) changes within the general scope of the contract; and (2) cardinal changes. A cardinal change means a major deviation from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. (An example of the difference would be a contract to build a garage: adding a window would be within the general scope of the contract, while adding a house would not.) A cardinal change can also be created by a series of incremental change orders that have the cumulative effect of changing the scope beyond the original intent of the parties. See section 3.6.4 for changes which are impermissible under Federal contracting requirements.

11.2 Submittal

Change orders may be initiated by either Marin Transit or the contractor. In either case, the formal process begins with a request by Marin Transit for the contractor to submit a proposal identifying both the scope and cost of the proposed change. The request should be detailed enough for the contractor to submit a firm fixed price, or hourly rates on a not-to-exceed basis, if the original contract was on a reimbursable-cost basis. If the proposed change shall affect the contract's insurance requirements, the change should be addressed in the request for a change proposal. Occasionally in construction, the precise scope of the work cannot be reasonably determined until the work is undertaken; in those cases, the change order may be issued on the basis of payment for time and materials, including a markup for overhead and profit. This pricing formula, however, should be used only when absolutely necessary, and the scope should only extend to the point where a firm price can be established.

11.3 Evaluation

The contractor's proposal should be reviewed and approved using the same evaluation process as was used in determining contractor responsiveness and responsibility in the original contract award. Responsiveness would address primarily whether the changed proposal adequately addresses the requested scope; responsibility issues would include price reasonableness (a cost or price analysis is required for every contract action, including change orders), schedule impacts; impact on the DBE goal, and the qualifications of the personnel or subcontractors proposed to perform the work. If the change

is outside the scope of the contract, it is considered a sole source procurement, and must be justified as such. Marin Transit must investigate whether other sources for the changed work are reasonably available and document the file accordingly. The same process should be followed for in-scope changes if the contractor's price cannot be determined to be fair and reasonable. Change orders are subject to negotiation.

11.4 Documentation

A separate file for change orders containing the documentation described above must be maintained as part of the procurement record.

12 CONTRACT CLOSEOUT

Prior to authorizing final payment on a project, it should be established that the work under the contract has been completed and the contract is ready for closeout. A contract is complete only after all deliverable items and services called for under the contract have been delivered and accepted by Marin Transit. These deliverable items include such things as reports, spare parts, warranty documents, and proof of insurance (where required by the contract terms).

APPENDIX A –

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal government obligations to third parties by use of a disclaimer	All	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All	All
Access to Records	All	All	All	All	All
Federal changes	All	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Energy Conservation	All	All	All	All	All
Notification to FTA	All	All	All	All	All
Termination Provisions (not required of states)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000 (for steel, iron, manufactured products)
Provisions for resolution of disputes, breaches, or other litigation	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction	Materials & Supplies
<i>Fly America</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>
<i>Davis Bacon Act</i>				<i>>\$2,000 (including ferry vessels)</i>	
<i>Copeland Anti-Kickback Act Section 1 Section 2</i>				<i>All >\$2,000 (including ferry vessels)</i>	
<i>Contract Work Hours & Safety Standards Act</i>		<i>>\$100,000</i>	<i>>\$100,000</i>	<i>>\$100,000 (including ferry vessels)</i>	
<i>Bonding (not required of states)</i>				<i>>\$100,000 (including ferry vessels)</i>	
<i>Seismic Safety</i>	<i>A&E for new buildings & additions</i>			<i>New buildings & additions</i>	
<i>Transit Employee Protective Arrangements</i>		<i>Transit operations funded with Section 5307, 5309, 5311 or 5316 funds</i>			
<i>Charter Service Operations</i>		<i>All</i>			
<i>School Bus Operations</i>		<i>All</i>			
<i>Drug and Alcohol Testing</i>		<i>Transit operations funded with Section 5307, 5309 or 5311 funds</i>			
<i>Patent Rights</i>	<i>Research & development</i>				

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES
(excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction	Materials & Supplies
<i>Rights in Data and Copyrights requirements</i>	<i>Research & development</i>				
<i>Special DOL EEO clause for construction projects</i>				<i>>\$10,000</i>	
<i>Disadvantaged Business Enterprises (DBEs)</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
<i>Prompt Payment</i>	<i>All if threshold for DBE program met</i>	<i>All if threshold for DBE program met</i>	<i>All if threshold for DBE program met</i>	<i>All if threshold for DBE program met</i>	<i>All if threshold for DBE program met</i>
<i>Recycled Products</i>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>	<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>
<i>ADA Access</i>	<i>A&E</i>	<i>All</i>	<i>All</i>	<i>All</i>	
<i>Special Notification Requirements for States</i>	<i>Limited to states</i>	<i>Limited to states</i>	<i>Limited to states</i>	<i>Limited to states</i>	<i>Limited to states</i>

APPENDIX B – FEDERAL CERTIFICATIONS REPORTS AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with major changeover changes.
TVM Certification	All rolling stock procurements.
Buy America Certification	Procurements of steel, iron or manufactured products exceeding \$100,000.
Pre-award Review	FTA Annual Certification for any rolling stock procurement.
Pre-award Buy America Certification	Rolling stock procurements exceeding \$100,000.
Pre-award Purchaser's Requirement	All rolling stock procurements.
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.
Post Delivery Buy America Certification	Rolling stock procurements exceeding \$100,000.
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.
On-Site Inspector's Report	Rolling stock except for procurements of: <ul style="list-style-type: none"> • 10 or fewer vehicles • 20 or fewer vehicles serving rural areas or small urbanized areas • Any amount of primary manufactured standard production and unmodified vans that after visual inspection road testing meet the contract specifications
Federal Motor Vehicles Safety Standards Pre-award Review and Post Delivery	Motor vehicle procurements
Lobbying	Procurements exceeding \$100,000
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities.



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April 8, 2024

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

Subject: West Marin Transportation Update and Recommendations

Dear Board Members:

Recommendation

Authorize expansion of the Marin Access shuttle program for one new pilot shuttle along the coast of West Marin between Stinson Beach and Point Reyes.

Summary

Staff is asking your Board to approve the expansion of the Marin Access shuttle program as outlined below and shown in Attachment A to this letter. If approved, the pilot shuttle serving West Marin between Stinson Beach and Point Reyes would be implemented as soon as feasible before the end of the current fiscal year.

Background

Serving West Marin with effective transportation options for residents of all abilities has historically been challenging due to low population density, low or inconsistent demand for services, limited mobility infrastructure, and natural barriers. Feedback garnered from the 2019 Age-Friendly County of Marin Survey, the 2019 Marin County Older Adult Needs Assessment, and input from riders and stakeholders demonstrate that these challenges exist, particularly for low-income community members or for those with mobility needs. The COVID-19 pandemic exacerbated this challenge by further limiting the ability of community members to coordinate with each other and local agencies to support accessing medical appointments, pharmacies, and affordable groceries and services in urbanized areas of Marin County.

Key concerns identified in the outreach include:

- Transportation options for those who do not drive are limited
- Volunteers who can support residents with transportation and other needs are limited
- Services available in West Marin, such as pharmacies and grocery stores, are limited or cost prohibitive
- Many residents have complex needs that may require one-on-one support



- Various barriers to using existing options including mobility limitations, limited incomes, and limited knowledge of or access to web-based tools to support residents’ needs

The table below summarizes existing programs and services provided by Marin Transit that are available to riders traveling to, from, and within West Marin. Community members have access to additional programs and services through Marin Access, including the Catch-A-Ride pilot program, but due to provider limitations, use is typically limited to travel within the urbanized areas of the County.

Program	Stagecoach (Fixed Route)		Marin Access Shuttles		Volunteer Driver
	Route 61	Route 68	Point Reyes Shuttle	Dillon Beach / Tomales Shuttle	TRIP
Service Area	Sausalito – Bolinas via Marin City, Mt. Tam, Stinson Beach	Downtown San Rafael – Inverness via Manor, Lagunitas, Pt Reyes	Point Reyes Station to shopping destinations in Novato	Dillon Beach / Tomales to shopping destinations in Petaluma	No limitations
Eligibility	N/A – Open to the General Public	N/A – Open to the General Public	N/A – Open to the General Public	N/A – Open to the General Public	Must be eligible for Marin Access
Service Days/ Hours	Daily service	Daily service	Bi-Weekly on Mondays; Eastbound pick-ups from 9:00 - 9:30 am, the shuttle departs its final shopping destination at 2:00 pm	Wednesdays; Eastbound pick-ups from 9:00 - 9:45 am, Westbound pick-ups from 12:45pm - 1:30pm	Negotiated between rider and volunteer
Fare	Same as fixed route bus, e.g.: Adult - \$2 Seniors - \$1 Persons with Disabilities - \$1 Youth - \$1		Adult - \$4 Seniors - \$2 ¹ Persons with Disabilities - \$2 ¹ Youth - \$2 MAFA Eligible	No fare - TRIP reimbursement rate is \$0.70 per mile for up to 400 miles per month	
Reservations	Not required; route deviations for paratransit eligible riders must be requested 24 hours in advance		Required, reservations can be made one to seven days in advance	Negotiated between rider and volunteer	

¹ The Marin Access Fare Assistance (MAFA) program offers fare assistance for Marin Access eligible individuals with income barriers. Qualified individuals receive \$75 of credit per quarter to use on local paratransit and/or Marin Access shuttle trips.

History

In 2021, the District leveraged the Marin Access Innovation Incubator (MAII), a program funded by Measure B, to find solutions to better serve residents of West Marin. MAII is specifically designed to provide funding for innovative programs in areas where the District may have expertise, yet may not be the most appropriate entity to operate, implement, or market a particular solution. Over the years, this



program has funded projects such as a West Marin Shopper Shuttle and provided seed funding and operational funding for several volunteer driver programs in the County. In 2021 and 2022, staff utilized this program to engage stakeholders and community partners in West Marin through advisory committee meetings and a planning workshop to better understand the needs of the community, explore new ways of improving mobility and providing support for older adults, people with disabilities, and those with access and functional needs in West Marin, and ultimately identify partners to collaborate with to find a solution to meet the needs of the community.

These efforts occurred when the pandemic was still strongly impacting people’s behavior and the focus of organizations. Initial findings provided insight into the needs of the community but demonstrated that potential partners lacked the capacity and resources to support development and implementation of a new program. As the District and community began to recover staff needed to focus on stabilization and adjustments to existing programs and services, particularly ADA Paratransit, before finding a path forward in West Marin. Much of this was accomplished during the Marin Access changes and fixed route service changes that took effect in July and June of 2023 respectively.

Recent Efforts

In late 2023, staff renewed efforts in West Marin. In 2024, a community survey was developed and staff conducted additional outreach directly to riders of existing services. The survey was designed to collect feedback on existing programs, including potential improvements, and collect input on transportation needs directly from riders and community members. The survey was distributed in a variety of ways including on a dedicated page on the Marin Transit website, distributed via email through the District’s community partner listserv, in vehicle and stop notices, flyers on community boards, on board surveys, ads in the Point Reyes Light, and promotion through the local radio station KWMMR. Staff tested new methods of marketing the survey including the use of QR codes for ease of survey access via ads in the Point Reyes Light and on posters and stop notices. The survey was available for completion in English and Spanish via the online survey or by phone and incentivized by offering a raffle to win one of three \$100 gift cards. Staff also captured direct rider feedback and gained a greater understanding of the rider experience through “ride-alongs” on the Marin Access Shopper Shuttles and Stagecoach routes.

Funding Sources

Throughout this process, staff have anticipated funding needs for potential program recommendations. Funding sources include Marin Access Innovation Incubator (MAII) program funding available through Measure B and funding secured through FTA Section 5310 grants. MAII funds are programmed by Marin Transit via the funding strategies outlined in Measure B. In 2021, the District dedicated one year of funding for the MAII program, once developed, to improve transportation options in West Marin. FTA Section 5310 grant funding aims to improve mobility for older adults and people with disabilities by removing barriers to transportation service and expanding transportation mobility options. Long-term funding sources will be determined depending on the success of recommended actions. The table below summarizes existing available funding for West Marin.



Funding	Description	Available Funding
Marin Access Innovation Incubator Program; funded by Measure B	Provides dedicated funding for innovative mobility programs and services for older adults and people with disabilities; dedicated for West Marin in FY25.	\$80,000 FY25
Operating Assistance – Rural, funded by FTA Section 5310 FY21 Cycle	Provides funding for same day shuttle service designed for older adults and persons with disabilities	\$375,000 FY25 and FY26

Rider and Stakeholder Input

The recommendations included in this letter reflect the culmination of analysis and outreach by staff over the last three years. Staff utilized existing data sources, engaged stakeholders, and collected direct rider feedback through a community survey. The table below summarizes these efforts.



Outreach Effort	Detail	Timeframe
Outreach for Marin Access Innovation Incubator	Staff engaged with stakeholders and riders during the planning phase of the Marin Access Innovation Incubator program (Measure B gap grant) to find creative ways to better serve the needs of riders in West Marin.	Fall and Winter 2021
Marin Access Innovation Incubator Planning Workshop	Staff facilitated a planning workshop to develop a network of West Marin stakeholders and community partners, get feedback from West Marin stakeholders about what transportation options are needed for older adults and people with disabilities, identify ways to optimize existing programs to better serve older adults and people with disabilities in West Marin, and identify key characteristics of the ideal service that would meet the needs of the most people.	January 2022
Marin Transit Advisory Committees	Staff engaged members of the Marin Paratransit Coordinating Council and the Marin Mobility Consortium during regularly scheduled advisory committees to request additional feedback to further efforts to better serve West Marin.	Ongoing
Staff Ride-Alongs	Staff rode and observed service on various days in February and March to understand the service characteristics from the perspective of a rider. While onboard Staff collected anecdotal feedback from riders and drivers, and completed onboard surveys where possible.	February – March 2024
In-Person Outreach	Staff visited key community partners and locations in West Marin to provide information about the West Marin Transportation Needs survey and build upon previous outreach.	February – March 2024
Stop Notices, Ad Rails & Posters	Staff distributed and posted stop notices, ad rails in buses, and posters at locations across West Marin to advertise the West Marin Transportation Needs survey and request rider feedback.	February – March 2024
West Marin Transportation Needs Community Survey	Staff initiated a rider survey to collect feedback to inform desired improvements to existing programs such as Stagecoach Route 61 or 68, the Marin Access Shuttle program, the TRIP volunteer driver program, and understand desired service characteristics should the District consider offering new programs.	March 2024

Key Findings

The tables and detail below reflect key findings obtained from the District’s outreach efforts. These findings were used to develop the recommendations outlined in this letter.



2021 Planning Workshop

Prompt	Feedback
<p>How can we improve existing programs?</p>	<ul style="list-style-type: none"> • Resolve first/last mile challenges • Offer ability/flexibility to stop to use facilities as needed • Offer high level of rider assistance • Expand service area(s) to serve Bolinas / Point Reyes Clinics • Adjust hours / days of service • Increase incentives for volunteers • Coordinate with medical clinics • Offer door-to-door service • Offer express route service • Ensure high service reliability & low cost
<p>What level of assistance is needed in West Marin?</p>	<ul style="list-style-type: none"> • Fare assistance • Pick-up/drop-off flexibility • Local, dedicated staff for personalized assistance • Paid vs. volunteer drivers • Education / training for community members • Volunteer connections in urbanized Marin • Express service to reduce travel time • Smaller, more comfortable, accessible vehicles • Organize services into categories (medical v. engagement / social) • Prioritize medical trips

2024 Community Survey Results

As of March 25th, the survey had a total of 145 responses; 139 in English and 6 in Spanish. Respondents primarily lived in Inverness, Point Reyes, and San Geronimo Valley. Approximately half of respondents were aged 65+ and 75% of responses were from Stagecoach riders. Preliminary analysis of survey data indicates that while most respondents get around by driving, existing transit service offered by Marin Transit is a key component of the mobility landscape in West Marin.

Community members typically travel within West Marin for the purposes of access to critical services such as USPS, access to shopping and social engagements while travel to the urbanized areas is generally for shopping and medical appointments. Complete analysis of the survey is still underway, but initial findings from the data were crucial in allowing staff to develop an actionable recommendation in the short term while paving a path for additional recommendations to come.

Recommended Actions

Detailed below are the recommended short-term actions to improve transportation options in West Marin. Program goals include expanding mobility options, improving access to critical community services, and focusing resources on the populations most in need. Staff anticipate that the recommended actions will achieve these goals and continue to allow staff to collect feedback and determine whether additional changes will be effective and necessary. While there are no



recommended programmatic changes at this time for Stagecoach service, the Marin Access TRIP Volunteer Driver Program, or the Catch-A-Ride pilot program, staff will continue to collect feedback and perform data analysis needed to explore changes to these programs to meet the needs of the rural community.

Marin Access Shuttles

Marin Access Shuttles offer a flexible way to implement pilot shuttle service and improve transportation within West Marin. Staff recommend implementing one new pilot shuttle providing service within West Marin between Stinson Beach / Bolinas and Olema / Point Reyes. This shuttle will be implemented before the end of the current fiscal year and will be operated under the existing contract with Transdev. This pilot shuttle will operate based on the model of existing shuttles as described in the table on page 2 but will be designed to operate in a loop giving riders the opportunity to travel within West Marin multiple times a day, up to two days a week. Advance reservations will be required, and the service is expected to greatly improve access to critical services such as USPS, Health and Human Services, food pantries, and medical providers for services that may only be available on specific days of the week. Final service characteristics such as day of week and time of day of the shuttle service will be finalized in the next month following full analysis of survey data. Staff will monitor the pilot shuttle and consider implementing additional pilot shuttles in the future as needed and as resources allow (e.g. drivers and vehicles). Staff will return to your Board with an evaluation of the pilot shuttle in early 2025.

RECOMMENDATION:

Authorize expansion of the Marin Access shuttle program for one pilot shuttle serving rural West Marin between Stinson Beach and Point Reyes.

Stagecoach Routes

The survey response from Stagecoach riders was robust yet requires further analysis before any recommendations can be made. Feedback collected about this service will be included in the District's regular fixed route service development process. If the suggested changes are deemed feasible and effective, the earliest staff anticipate making changes to the Stagecoach routes is the January 2025 service change.

TRIP Volunteer Driver Program

Survey response from TRIP riders and volunteers was low and does not allow staff to have a full understanding of what is working well and what program adjustments may be needed to allow this program to better serve West Marin needs. Staff are considering a variety of options including increasing the reimbursement rate, renewing partnerships with non-profit organizations to support and improve trip matching, working within the community to develop a traditional volunteer driver program, and/or dedicating staff to support promotion, volunteer recruitment, and trip matching. Staff will continue to explore options available to improve this program for both riders and volunteers in West Marin.

Catch-A-Ride Pilot Program

The survey did not solicit feedback about the Catch-A-Ride pilot program as it is not typically used by West Marin residents due to a lack of providers in West Marin. Staff are currently exploring several changes to Catch-A-Ride pilot program. Once these changes are finalized, staff will explore whether this is a viable option in West Marin. A lack of providers operating in West Marin or willing to operate in West Marin are a key barrier to use. This obstacle may be insurmountable but further research is needed.



Increased subsidies for providers to serve West Marin will be explored and may improve service, but the current focus for staff is on changes to the existing Catch-A-Ride pilot program prior to making changes to tailor it to West Marin.

Fiscal/Staffing Impact

The estimated costs for operations of the pilot shuttle serving West Marin is \$152,064 (see table below). This estimate assumes the pilot shuttle starts June 1, 2024, operates 900 hours, and is operated under the District’s existing purchase transportation contract with Transdev Inc. These costs include fixed and variable operations costs under the Transdev contract, fuel, and other associated administrative costs.

Pilot Shuttle Estimated Costs (start date June 1, 2024)

	FY2023/24	FY2024/25	Total
Hours	64	836	900
Transdev Effective Rate	\$136.83	\$137.92	-
Estimated Fuel and Overhead	\$27.04	\$31.43	-
<i>Total Effective Hourly Rate</i>	<i>\$163.87</i>	<i>\$169.35</i>	-
Estimated Costs	\$10,490	\$141,576	\$152,064

In FY2024/25, the District’s FTA Section 5310 grant will fully fund the project. Marin County Measure B, vehicle license fees, are also available to support the pilot shuttle. The FY2023/24 costs for the pilot shuttle are within the current Marin Access budget. If your Board approves this recommendation, these hours will be included the FY2024/25 Marin Access budget in the Marin Access Shuttle program. The FY2024/25 draft budget will also include hours for additional shuttles that staff are analyzing and will bring to your Board for consideration.

Respectfully Submitted,

Joanna Huitt
Senior Mobility Planner

Attachment A: West Marin Transportation Update and Recommendations Presentation



West Marin Transportation Update and Recommendations

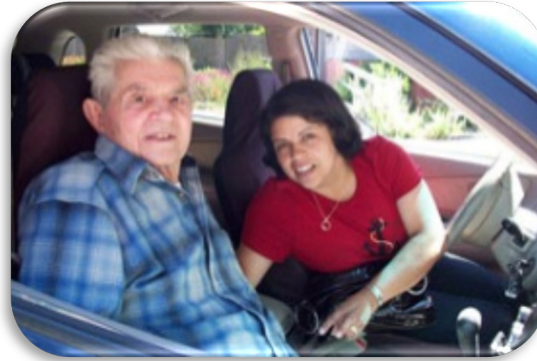
Agenda

- 01** Existing Conditions
- 02** Recent Efforts in West Marin
- 03** West Marin Transportation Needs Survey
- 04** Recommendation & Next Steps

Existing Marin Transit Programs and Services



**Stagecoach
Routes 61 and 68**



**Marin Access
Volunteer Driver**



**Marin Access
Shuttles**

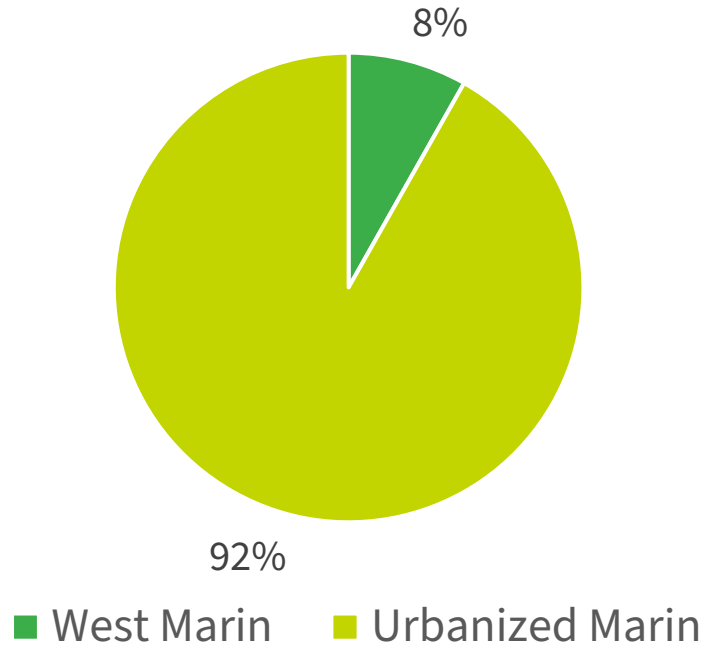


Marin Access Shuttles

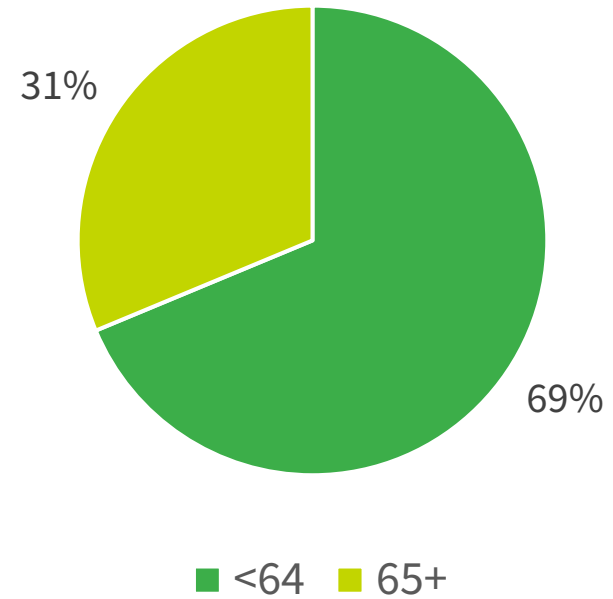
Program	Marin Access Shuttles	
	Point Reyes Shuttle	Dillon Beach / Tomales Shuttle
Service Area	Point Reyes Station to shopping destinations in Novato	Dillon Beach / Tomales to shopping destinations in Petaluma
Eligibility	General Public	General Public
Service Days/ Hours	Bi-Weekly	Weekly
Fare	Adult - \$4 Seniors - \$2 Persons with Disabilities - \$2 Youth - \$2 Marin Access Fare Assistance (MAFA) Eligible	
Reservations	Required, reservations can be made one to seven days in advance	

West Marin Population

Marin County Population



West Marin Residents Trend Older



23% of Marin County residents are age 65+

Recent History of MCTD Effort in West Marin

2019

- Age Friendly County of Marin Survey Results Report
- Marin County Older Adult Needs Assessment

COVID

2022

- Rescoped the Innovation Incubator to narrow the focus to West Marin
- Planning Workshop to brainstorm with community partners on need and identify resources available

2023

- Marin Transit awarded 5310 rural funding to increase mobility options in West Marin
- Additional feedback suggested needs are shifting, but still high

2024

- Follow up survey with existing riders & community members to update needs and inform program offerings
- Request Board approval for pilot program

2024 West Marin Transportation Needs Survey

Purpose: To collect feedback on existing programs, including potential improvements, and collect input on transportation needs directly from riders and community members

Survey Period: February 28 – March 29, 2024

Stagecoach
Routes 61 & 68

Marin Access
Shuttles

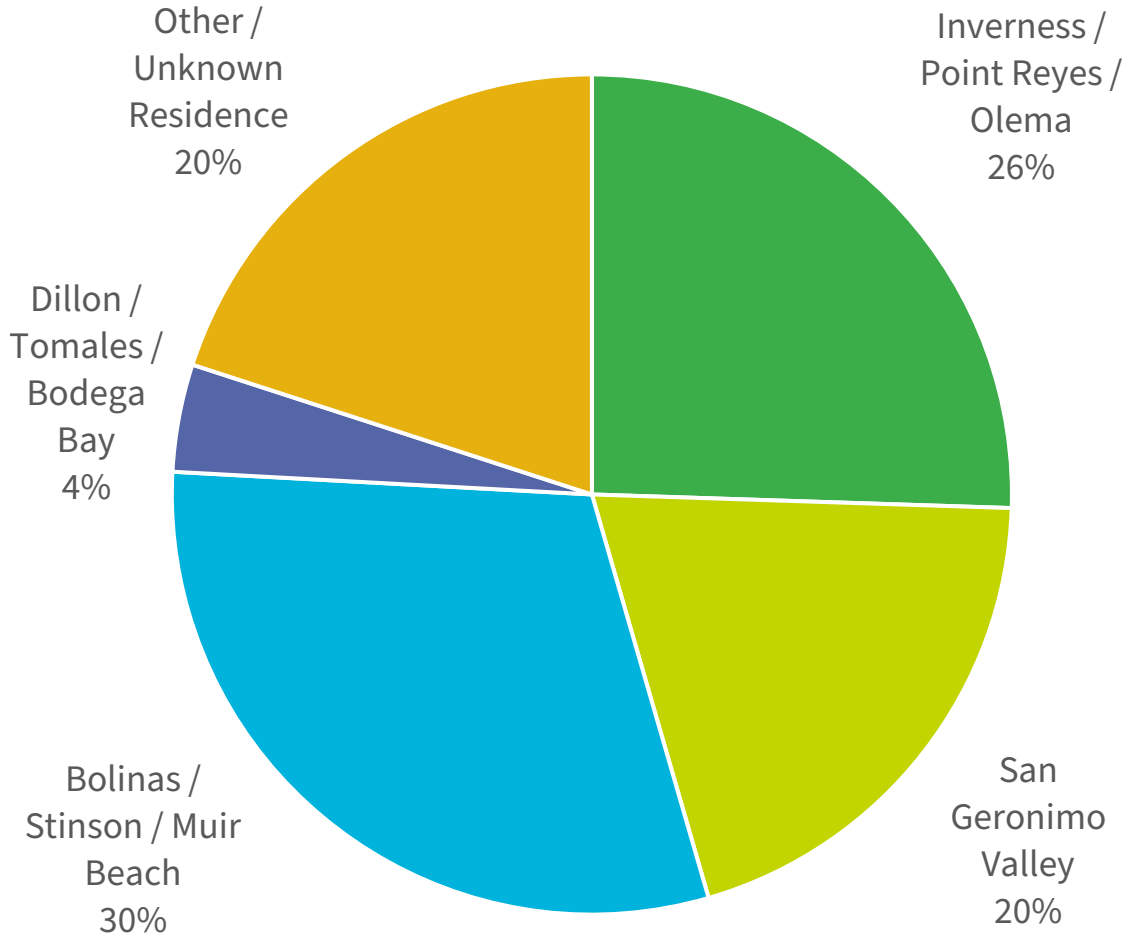
Volunteer
Drivers

Volunteer
Driver Program
Riders

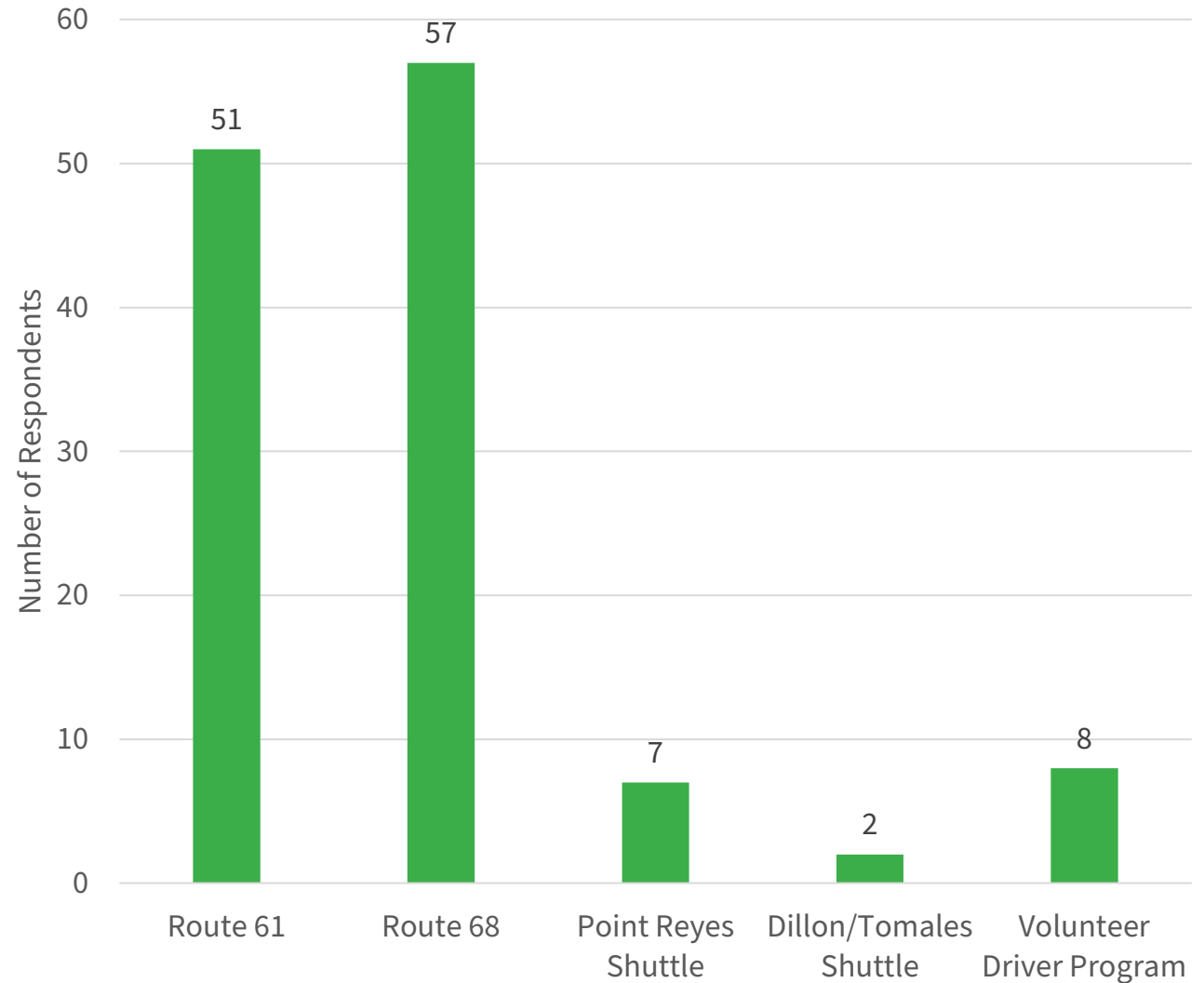
Desired New
Services

Survey Response Demographics

Response Rate: 143 total responses



Respondents by Program



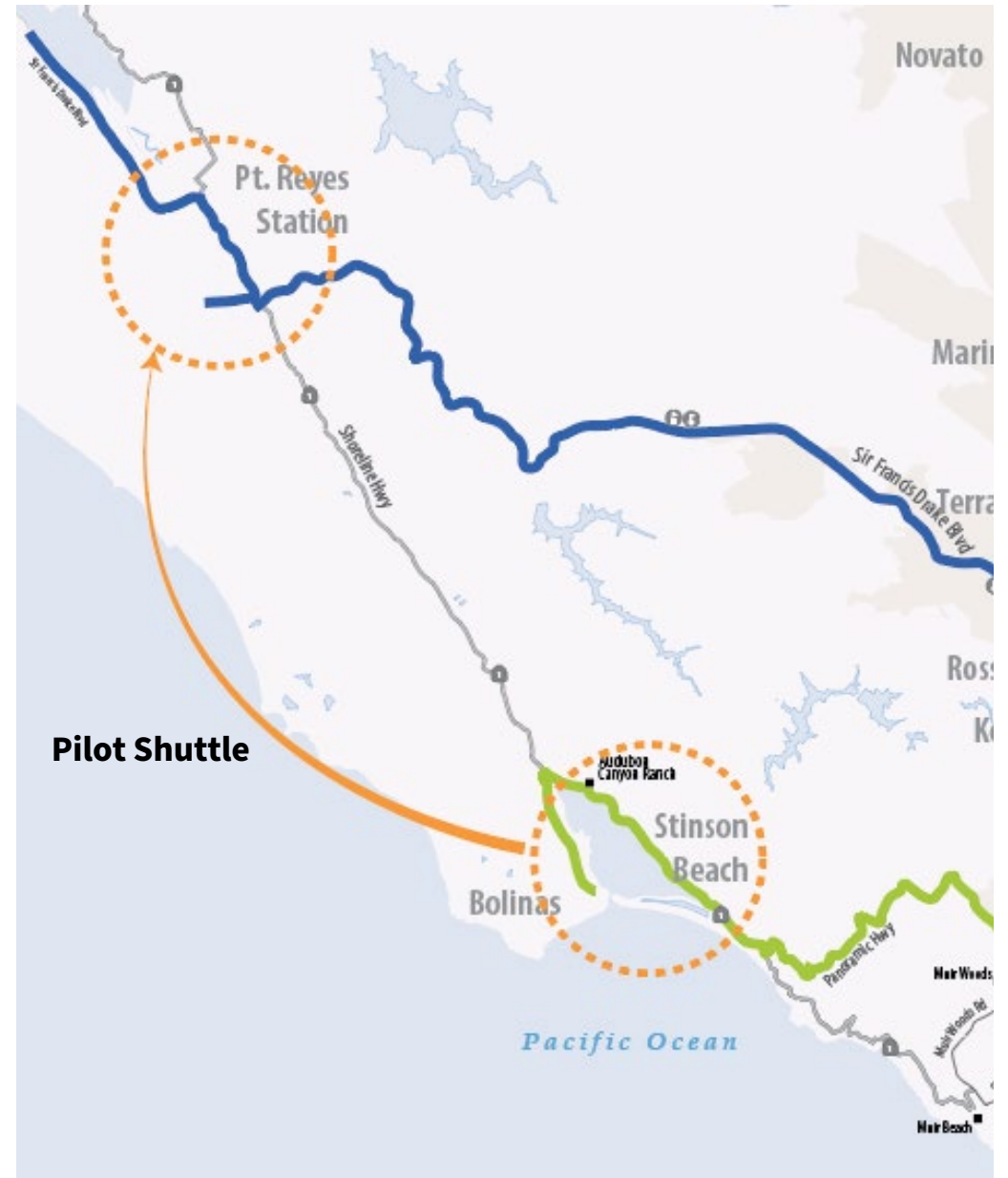
Source: West Marin Transportation Needs Survey, 2024

Key Initial Findings

- Responses are reasonably reflective of the demographics of the community
- Riders in all communities want the ability to travel within West Marin
 - Riders in Northern West Marin (Dillon Beach, Tomales, Marshall) want to travel to destinations in Petaluma
 - Riders in Central West Marin (Olema, Inverness, Point Reyes, San Geronimo Valley) want to travel to various destinations
 - Riders in Southern West Marin (Muir Beach, Stinson Beach, Bolinas) want to travel to Point Reyes / Olema
- The reasons riders travel vary, but typically:
 - Within West Marin – Shopping and USPS
 - To Urbanized Areas – Shopping and Medical Appointments

Recommendation: Authorize expansion of shuttle program

- One New Pilot Shuttle to start by end of FY2024
- Stinson Beach – Bolinas > Olema - Point Reyes
- Operates 1 – 2 days per week and offers riders opportunities to travel within West Marin multiple times during the day
- Increases access to critical services such as USPS
- Funded with FTA Section 5310 Grant & Measure B Vehicle License Fee



Further Evaluation Needed

More survey/data analysis and program development work is needed to inform changes to other programs to better meet the needs of rural communities

- Stagecoach Route 61 and Route 68
 - Will feed into ongoing fixed route service development process for consideration
- TRIP Volunteer Driver Program
 - Survey response from TRIP riders / volunteers was low
 - More work needed to understand what motivates current volunteers and how to expand
 - Will consider additional incentives and other program changes to recruit more drivers
- Catch-A-Ride (CAR) Pilot Program
 - Currently considering changes to CAR Pilot based on survey and Pilot evaluation
 - Known provider gap in West Marin may be insurmountable

Next Steps

- Implement new pilot shuttle before end of FY24
- Conduct additional rider outreach as needed to finalize new Pilot Shuttle service characteristics
- Develop & implement community education plan for new services
- Continue survey analysis, research, and outreach to determine path forward for additional shuttles and updates to volunteer driver program and Stagecoach

Thank you

CONTACT

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