

CITY OF FAIRFIELD, CALIFORNIA
NOTICE TO CONSULTANTS

NOTICE IS GIVEN that the City of Fairfield will receive Proposals for a:

Transit Comprehensive Operational Analysis

General Work Description: The City of Fairfield is soliciting proposals from qualified firms to conduct a Comprehensive Operational Analysis (COA) for Fairfield and Suisun Transit (FAST). This Request for Proposals (RFP) seeks to secure the most qualified consultant to perform an analysis of existing FAST local services and programs and identify future options, services, and programs to maximize post-COVID19 ridership within the FAST service area. The consultant will also develop a plan that will solicit broad and innovative community input, address resident goals and objectives, as feasible, maximize ridership within existing financial constraints, and evaluate future options, including electrification and consolidation. The selected consultant shall have relevant experience providing the needed analysis and developing successful and innovative transit service options.

The City will not fund this project with federal monies.

An electronic copy of the complete RFP document and support reference documents can be obtained by downloading the RFP from the Fairfield and Suisun Transit's website (<https://fasttransit.org/about-us/rfprfq/>).

Each proposal must be submitted in accordance with the requirements listed in the RFP package that is also on file at the FAST Administration Office, 2000 Cadenasso Drive, Fairfield, CA 94533.

The successful consultant will be required to meet and provide the following insurance coverage for the following amounts (a) Commercial General Liability - \$1,000,000 per occurrence, (b) Automobile Liability - \$1,000,000 per occurrence, (c) Worker's Compensation - \$1,000,000 per occurrence, and Professional Liability - \$1,000,000 per occurrence.

There will **not** be a mandatory pre-proposal conference held for this solicitation.

Questions regarding any part of the RFP may be submitted in writing **via email** to Diane Feinstein at defeinstein@fairfield.ca.gov. All email correspondence shall use the title *Fairfield and Suisun Transit COA-RFP* in the subject line. All written requests for RFP clarifications must be received by **5 p.m. on September 7, 2020**.

The Technical Proposal for the project shall be complete and included in a single sealed envelope. The envelope shall be clearly marked as follows: **“Comprehensive Operational Analysis - Technical Proposal.”** The outside of the envelope must include the following information:

- Proposer’s name/firm
- Complete mailing address
- Email address
- Telephone number

The Cost Proposal for the project shall be included in a SEPARATE SEALED envelope clearly marked as follows: **“Comprehensive Operational Analysis - Cost Proposal.”** The outside of the envelope must include the following information:

- Proposer’s name/firm
- Complete mailing address
- Email address
- Telephone number

The Cost Proposal will not be opened until each submitted Technical Proposal has been carefully reviewed and evaluated, and the firm deemed most qualified has been selected. The Cost Proposal for the selected firm will form the basis of contract negotiations.

Technical and Cost Proposal submissions will be accepted until **5 p.m. on September 21, 2020**, at the Fairfield Transportation Center Administration Office, 2000 Cadenasso Drive, Fairfield, CA 94533.

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SECTION 1: Purpose of the Request for Proposal

The City of Fairfield seeks to retain a qualified and committed consultant to analyze existing FAST fixed route, complementary ADA paratransit, and reduced fare local tax program services. The successful consultant will review FAST's current programs and identify innovative, sustainable service options. To achieve these objectives, the consultant will develop and recommend an innovative ten-year plan that solicits broad community input, addresses resident goals and objectives, as feasible, maximizes ridership in a post-COVID-19 world within existing financial constraints, and evaluates future options, including electrification and consolidation.

SECTION 2: Introduction and Background

With a 2020 population of 119,568, the City of Fairfield is the 52nd largest city in California and the 241st largest city in the United States. Fairfield is currently growing at a rate of 1.14% annually and its population has increased by 13.53% since the most recent census, which recorded a population of 105,321 in 2010.

Since 1858, the City of Fairfield has served as the county seat of Solano County and spans an area of approximately 41 square miles. Travis Air Force Base is located in Fairfield and is the City and Solano County's largest employer.

The City of Suisun City was incorporated in 1858 and is adjacent to the City of Fairfield. With a 2020 population of 29,927, it is the 245th largest city in California and the 1,288th largest city in the United States. Suisun City is currently growing at a rate of 0.36% annually and its population has increased by 6.46% since the most recent census, which recorded a population of 28,111 in 2010.

Schools in Fairfield and Suisun City are jointly operated under one district, the Fairfield and Suisun Unified School District. Solano County is one of the most diverse counties in the United States, and Fairfield and Suisun City demographics reflect that diversity with both cities having a significant Hispanic, Black, and Asian populations.

The City of Fairfield and City of Suisun City's transit system is Fairfield and Suisun Transit (FAST). The City of Fairfield has operated service in both cities since 1989. FAST currently operates **eight (8)** local fixed routes in the cities of Fairfield and Suisun. FAST also operates **two (2)** commuter routes coordinated under contract with the Solano Transportation Authority (STA) and contributing cities, except Rio Vista. The SolanoExpress Blue Line operates between Pleasant Hill BART and Sacramento, and the Green Express operates between Suisun City/Fairfield and El Cerrito del Norte BART. FAST also provides DART ADA complementary paratransit service within Fairfield and Suisun. MV Transportation is the operating contractor for FAST local, commuter, and paratransit services.

The COVID-19 pandemic has fundamentally changed the way transit has traditionally operated and FAST was no exception to coronavirus impacts. On March 23, 2020, FAST

implemented significant service reductions and eliminated fares on all transit modes. Service was eliminated on four local routes, reduced on two commuter routes and DART paratransit. On July 6, 2020, local and commuter services were partially restored.

Fares were also eliminated to minimize interactions between drivers and passengers. Fares resumed on SolanoExpress commuter service on June 15, 2020. Local and paratransit fares will remain free through December 31, 2020.

This Comprehensive Operational Analysis (COA) will focus on fixed route service, complementary ADA paratransit, and the Local Reduced Fare Taxi Program operated within Fairfield and Suisun. Although there have been prior smaller scale evaluations of the local transit service, this study will be the first COA performed for FAST. With the onset of the COVID-19 pandemic, the consultant will evaluate current services, determine existing transit needs, and develop innovative, sustainable, and cost-effective options to Fairfield and Suisun residents in a post COVID-19 world.

SECTION 3: Instructions to Proposers

A. SUBMITTAL

A separate Technical and Cost Proposal is required. Each proposal must be submitted in separate sealed envelopes.

The Technical Proposal must be completed and included in a single sealed envelope. The envelope shall be clearly marked as follows: **“Comprehensive Operational Analysis - Technical Proposal.”** The outside of the envelope must include the following information:

- Proposer’s name/firm
- Complete mailing address
- Complete email address
- Complete telephone number

The Cost Proposal for the project must be included in a **SEPARATE SEALED** envelope clearly marked as follows: **“Comprehensive Operational Analysis - Cost Proposal.”** The outside of the envelope must include the following information:

- Proposer’s name/firm
- Complete mailing address
- Complete email address
- Complete telephone number

Both proposals must be complete, sealed, and marked.

“Comprehensive Operational Analysis - Technical Proposal” and **“Comprehensive Operational Analysis - Cost Proposal.”**

The proposer's name/firm, address, and telephone number must be clearly marked on the outside of each envelope. Proposers may not submit a fax, email, or video proposal. Mailed or drop-off proposals are to be submitted by **5 p.m. on Monday, September 21, 2020**. The wall clock at the Fairfield Transportation Center Administration counter will be the final determination of time.

All submissions become the property of the City of Fairfield. **Five (5)** copies of the Technical Proposal and **two (2)** copies of the Cost Proposal must be submitted to:

**Diane Feinstein
Fairfield Transportation Center
2000 Cadenasso Drive
Fairfield, CA 94533**

The only acceptable evidence to establish the time of receipt (at above address) is the time/date stamp, which will be placed on each proposal by City staff immediately upon receipt. **Postmarks will not be accepted.**

The timeliness of proposal submission is the sole responsibility of the proposer.

The **Technical Proposal should not exceed twenty (20) one-sided pages**. The page limitation **does not** apply to the following information:

- Transmittal letter
- Table of contents
- Page dividers
- Project schedule
- Resumes
- Documents requiring certification/signature

Any proposal **not** received by the specified date and time will be automatically rejected and will not receive further consideration by the City. The City reserves the right to reject all proposals, disqualify nonconforming or incomplete proposals at its sole discretion, waive deviations from the RFP, and determine whether proposers are qualified. A proposal may be deemed incomplete unless all proposal requirements identified below in **Section C** of this RFP are submitted to the City as prescribed above.

B. QUESTIONS REGARDING RFP

Questions regarding any part of this RFP must be submitted in writing via email to Diane Feinstein at defeinstein@fairfield.ca.gov. All RFP clarification questions must include the following information:

- Proposer's name/firm
- Complete mailing address

- Complete email address
- Complete telephone number

All email correspondence shall use the title *Fairfield and Suisun Transit COA-RFP* in the subject line. **The deadline for RFP questions is 5 p.m. on Monday, September 7, 2020.**

C. PROPOSAL REQUIREMENTS

To facilitate evaluation of the proposal, consultants are **required** to adhere to the following format:

1. **Transmittal Letter**: The proposer must submit **one** original Transmittal Letter of no more than **two (2)** pages signed by an official authorized to solicit business and enter into contracts for the proposing firm. The Transmittal Letter must include:
 - Authorized official's name/firm
 - Authorized official's title
 - Authorized official's complete mailing address
 - Authorized official's complete email address
 - Authorized official's complete telephone number

The Transmittal Letter must also include a valid Federal Tax Payer Identification Number (FEIN).

2. **Table of Contents**: Listing of the major sections in the proposal and the associated page numbers.
3. **Project Personnel**: Include names of all key project personnel that would be assigned to work on this project including sub-consultants. Personnel information should include:
 - Job titles
 - Project roles and responsibilities
 - Relevant experience/resumes
 - Estimated number of hours each project team member will expend on each task
 - Organizational plan and/or organizational chart to identify all key personnel and their respective working relationships
4. **Consultant Staff Commitments**: The proposal should include a chart for key personnel, which outlines time commitments including current activities and job commitments.

5. **Experience and References:** Provide project descriptions and outcomes from at least three (3) previous COA's that your firm has completed within the past five (5) years or work similar to the services requested. Provide information as to:
- Agency where work was performed
 - Agency project manager
 - Agency contact's name, title, email address, and telephone number
 - Agency roles, responsibilities, and outcomes
 - Month/year work started
 - Month/year work completed

The contact names provided with the project descriptions will be considered references and may be contacted. The information provided must be up-to-date or the proposal may be considered nonresponsive.

6. **Scope of Work:** Provide a description of how you propose to accomplish tasks contained in the RFP scope of work.
7. **Project Schedule:** Provide a preliminary project schedule that includes milestones.
8. **Exceptions to Professional Services Agreement:** The proposer must state in writing any exceptions it has to provisions of the Professional Services Agreement attached in Appendix C. If such exceptions exist, the proposer must provide alternative language to address any exceptions, which will be taken under consideration by the City.
9. **Cost Proposal:** Provide a detailed budget for the project identified in the RFP's scope of work. At a minimum, the budget must show name of firm, name of employee, title, hourly billing rate, required hours of work by task or subtask, and a cost estimate of direct expenses by type.

The Cost Proposal must be sealed in a separate envelope titled "Comprehensive Operational Analysis - Cost Proposal."

D. PROPOSAL EVALUATION

Proposals shall first be reviewed using a Pass/No Pass criteria. Only those proposals that pass **all** Pass/No Pass criteria shall proceed to the Technical Criteria evaluation stage. Each passing proposal will then be scored against the five (5) Technical Criteria cited below.

Pass/No Pass - Agreement: Those proposals that include exceptions to the Professional Services Agreement attached as Appendix C deemed unacceptable to the City or proposals that do not meet the proposal format requirements may be eliminated at the City's discretion. Eliminated proposals will not proceed any further in the evaluation.

Technical Criteria	Points
1.Relevant experience and technical competence of the consultant, the personnel assigned to this COA, and the degree of participation in the project by the key personnel for each proposal	30
2. Recent experience with similar kinds of COAs for local agencies	20
3. Clear understanding of the COA requirements and work to be performed	20
4. Proven ability to manage work within scope, schedule, and budget	20
5. Responsiveness and overall quality of the Technical Proposal	10

E. SELECTION PROCESS

The selection process will consist of the following:

1. An Evaluation Committee (comprised of 3-5 City staff) will review and rank the submitted project proposals and develop a shortlist of finalists. The evaluation will take into account the clarity, accuracy, and completeness of the proposal requirements and criteria.
2. Finalists may be invited to make an oral presentation to the evaluation committee. The City anticipates the number of finalists will be limited.
3. The Evaluation Committee shall rank the proposals and oral interviews and attempt to negotiate a mutually satisfactory agreement with the highest-ranking firm. If an agreement cannot be reached with the highest-ranking firm, the City of Fairfield will attempt to negotiate an agreement with the second highest-ranking firm, and so forth.
4. Approval of the Consultant recommended by City staff will be submitted to the City Council with a recommendation for award of the contract. The Professional Services Agreement to be used for the project is attached as Appendix C.

F. PROPOSED PROJECT TIMELINE

The City of Fairfield reserves the right to adjust the below schedule as circumstances warrant.

<u>Tasks</u>	<u>Date</u>
Advertise/Release Request for Proposals Package	August 17, 2020
Deadline for RFP questions (5 p.m.)	September 7, 2020
RFP due to City (no later than 5 p.m.)	September 21, 2020
Notify Short-Listed Consultants	October 5, 2020
Evaluation Committee Conducts Interviews (if necessary)	Week of October 12, 2020
City Negotiates with Highest Ranking Firm(s)	Week of October 19, 2020
Fairfield Council Action to Award Contract(s)	November 17, 2020
Contract Work Commences	December 1, 2020

G. CANCELLATION OF RFP

The City of Fairfield reserves the right to adjust the RFP schedule and cancel the RFP process at any time without prior notice. The City is not liable for any cost incurred to prepare the proposal.

H. NOTICE OF INTENT TO AWARD

Once the Evaluation Committee has successfully negotiated an agreement with a consultant, City staff will send the recommended proposer three (3) original copies of the Professional Services Agreement attached as Appendix C. Upon receiving these documents, the recommended proposer shall sign all three (3) copies of the Professional Services Agreement and return them to City within five (5) business days. All insurance documentation is to accompany submittal of the Professional Services Agreement.

I. FINAL DETERMINATION

The Evaluation Committee will forward its recommendation for the contract award along with the three (3) signed copies of the Agreement to the Fairfield City Council. After review and consideration of this recommendation, the City Council has the discretion to: 1) award the contract, or 2) reject all proposals.

J. UNSUCCESSFUL PROPOSERS/SELECTION DISPUTES

After the Evaluation Committee finalizes its recommendation, the unsuccessful proposers will be notified of the City's intent to recommend the City Council award the contract to the recommended proposer.

Unsuccessful proposers will be debriefed upon their written request. Debrief requests must be submitted to City staff within five (5) business days after City Council award of contract.

K. INSURANCE DOCUMENTATION

The recommended proposer shall comply with the insurance requirements listed below.

The Consultant shall procure and maintain for the contract's duration insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or sub Consultants. The cost of such insurance shall be included in the Consultant's bid. Certificates of insurance meeting the following requirements shall be provided to the City of Fairfield within fifteen (15) working days from the City's written notification of approval to award the contract/purchase order. Failure to provide the insurance certificates meeting the City's requirements within fifteen (15) business days may cause the bid to be rejected and the contract awarded to the next low bidder.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage;
2. Insurance Services Office covering Automobile Liability, owned, non-owned and hired; and
3. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance along with a waiver of subrogation.

The following three items to fulfill the insurance requirement are needed:

1. **Certificate of Insurance.** Certificate holder shall be: ***City of Fairfield, its officers, officials, employees, and volunteers***, 1000 Webster Street, Fairfield, CA 94533;
2. **Additional Insured Endorsement.** This is separate from the Certificate and must include the policy number linking it to the policy because the City **does not** accept "Blanket Additional Insured Endorsements" without documentation linking it to the policy; and
3. **Primary and Non-Contributory for Workers' Compensation and General Liability.** Evidence of primary language either by endorsement or the actual page(s) of the policy typically found in the "Other Insurance" section of the policy.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury, and property damage. **If Commercial General Liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required per occurrence limit;**

2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage; and
3. **Workers' Compensation or Employers' Liability:** \$1,000,000 per accident for bodily injury or disease.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The General Liability and Automobile Liability policies **are to be accompanied by appropriate ISO Primary and Additional Insured Endorsements that contain the following provisions:**

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as insureds as respects: liability arising out of work performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations of the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to the entity.
4. Endorsements should be provided on standard ISO forms appropriate to job. Primary and Additional Insured Endorsements must be provided and are separate from the certificate. Primary and Additional Insured Endorsements may be an additional cost to the insured not be readily available need to be requested from the underwriter.

Preferred endorsements: CG 20 10 11 85 or CG 20 26 11 85

Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess or secondary of the insurance and shall not contribute with it. ***The City needs either a Primary Endorsement or a copy***

of the actual policy that shows the event sponsor's insurance is primary ("Other Insurance" Section of the policy is acceptable).

5. The City **DOES NOT ACCEPT** endorsements or certificates with the wording, "but only in the event of a named insured's sole negligence."

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants shall provide coverage with a form at least broad as CG 20 38 04 13.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII.

Verification of Coverage

Consultant shall furnish the City with certificates of insurance and original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager before the project is awarded.

Section 4: TASKS AND SCOPE OF WORK

This RFP requests proposals from qualified firms to assist the City with the following tasks:

Task 1: Refine Goals and Objectives for the Study and Conduct Kick-Off Meeting

The City and Consultant will discuss, clarify, and refine goals and objectives as needed prior to initiating work. The Consultant will then hold a kick-off meeting to initiate the project and agree on a project management plan. This meeting will include a discussion and review of COA goals and objectives. Based on this information, the Consultant shall refine the project work plan and schedule. This may include refining the Consultant's proposed performance measures. Additional alternative approaches may also be considered at this time.

The product of this task shall be a memorandum describing the refined goals and objectives, measures, approaches, and schedule of the COA. The Consultant also shall be responsible for developing and providing written kick-off meeting notes. Any changes to the schedule, goals, and/or objectives must first be approved by the City.

Task 2: Collect Stakeholder Input

The Consultant shall interview City staff and officials, FAST contractor staff and operators, and school, business, and community leaders. The Consultant shall conduct public outreach in the City of Fairfield and the City of Suisun City to gain an understanding of existing transportation issues, challenges, needs, and opportunities relating to FAST service.

The Consultant shall prepare a list of stakeholder interview questions for review and approval by City staff. The Consultant shall conduct interviews with key stakeholders identified in **Appendix A** to meet this requirement.

As part of this task, the Consultant shall produce and submit to the City for its review and comment one (1) electronic copy of a Draft Technical Memorandum, which summarizes the information provided by the stakeholders interviewed and additional input provided via written documents. The Consultant shall provide four (4) printed copies and one (1) electronic copy of a Final Technical Memorandum upon approval of the City.

Task 3: Review All Current Applicable Studies and Available Historic Data

The City shall assemble relevant studies and historic data related to services operated by FAST.

Examples include but are not limited to:

- Fleet size
- Revenue and vehicle service hours
- Revenue and vehicle service miles (by route, period, day of week)
- Ride checks
- Fare box revenue
- Transfers
- Run sheets
- Master schedules (2012-present)

The Consultant also shall review all current applicable studies, including, but not limited to those identified in **Appendix B**.

As part of this task, the Consultant shall produce and submit to the City for its review and comment one (1) electronic copy of a Draft Technical Memorandum, which summarizes historic and other related information and data collected by the Consultant.

Task 4: Analysis of Current FAST System

The Consultant shall collect and review comprehensive data on every current scheduled FAST fixed-route trip. At a minimum, the Consultant will prepare and provide a cost breakout and data collection schedule for three weekdays and one Saturday. The proposal should also provide options that will allow more sampling groups/days so the City can tailor the survey to meet the COA requirements.

- A. The Consultant shall collect data concerning boardings, alightings, and timing for each route that will include:
 1. Summary of boarding and alighting counts by route and segmented by each time period
 2. Plot boarding and alighting counts on a route profile map for each bus stop on each route

3. Highlight all trips or portions of trips exceeding COVID-19 or current seating capacities
4. Identify major passenger generators, noting the impact and duration of any overcrowding
5. Notate all the current route time points
6. Analyze and notate if any trip segment operates more than five (5) minutes late and whether the route makes up and returns to an on-time schedule
7. Note if any trip leaves a time point early and the impact along the route (e.g., Did the bus leave subsequent time points early? If not, what caused the bus to get back on time?)

The Consultant shall provide running time assessments by time of day on a route-by-route basis for each transit trip and analyze this data by route, segment, direction, and time of day. The Consultant shall identify segments of routes with either excessive or insufficient run times and provide recommendations to improve the system's on-time reliability and efficiency.

The Consultant shall produce detailed profiles for each route that are segmented by direction and time of day. The detailed route profiles shall include a summary of each aforementioned data type and an analysis of the route's performance in terms of ridership productivity per vehicle hour, and schedule adherence.

The Consultant shall review FAST paratransit policies, including scheduling, fare structure, and service delivery policies and procedures. The outcome of this review and resulting recommendations will be included in the Technical Memorandum described below.

As part of this task, the Consultant shall submit to the City for its review and comment one (1) electronic copy of a Draft Technical Memorandum that addresses the productivity, cost-effectiveness and service needs currently being addressed. The memorandum shall include a detailed analysis of FAST fixed route, paratransit, and local taxi services and recommend innovative ideas and programs to create a more cost effective and productive service. All recommendations shall consider Fairfield and Suisun City growth over the next 5-10 years. The Technical Memorandum shall include, but is not limited to the following items:

- A. Profile of each FAST fixed-route divided into AM peak, midday, and PM peak for weekday and Saturday, plus a system-wide total, that shall include:
 - Passengers per revenue hour
 - Passengers per vehicle hour
 - Passengers per revenue mile
 - On-time performance
 - Average passenger trip length (distance)
 - Average trip time (estimated time each passenger spends on the bus)

- Boardings and alightings for each section of the route (divided by scheduled time points)
- Boardings and alightings for each route stop
- Map of each current route with visual indicators that identify segments with excessive or insufficient run times
- Map of each route with visual indicators of boarding/alighting patterns at each bus stop along route
- Highlighted overcrowded and underutilized trips
- Identified strengths and weaknesses of each route, including but not limited to the aforementioned measures
- A summary of financial information and data, including:
 1. An updated, fully allocated cost model based on actual FY 2019-20 and budgeted FY 2020-21 expenses
 2. Cost of service by route, divided into AM peak, midday, and PM peak for weekday and Saturday time frames
 3. Annual revenue by route (calculated by estimating revenue collected per passenger for AM peak, midday, and PM peak for weekday and Saturday time frames)
- A route efficiency analysis and recommendations for weekday and Saturday service for each period. Analysis should include:
 1. Cost per revenue hour
 2. Revenue per revenue hour
 3. Cost per revenue mile
 4. Revenue per revenue mile
 5. Cost per unlinked passenger
 6. Subsidy/Unlinked Passenger
 7. Cost/Revenue Ratio
 8. Pay to Vehicle Ratio
 9. Recovery Time Ratio
 10. Industry standards for the same categories

After the City provides comments, the Consultant shall provide four (4) printed copies and one (1) electronic copy of a Final Technical Memorandum for Task 4.

Task 5: Passenger Survey

The Consultant shall design and propose a plan to collect both statistical and anecdotal data from current FAST passengers. The data collected from current FAST passengers shall include the following listed items. To effectively coordinate this survey, interviews may coincide with the interviews in Task 2. All interviews should be conducted with FAST riders.

A. **Customer Demographics:** The Consultant shall collect, compile, and analyze the following data from current FAST passengers:

- ✓ Trip purpose
- ✓ Gender

- ✓ Income
- ✓ Employment status
- ✓ Access to private transportation
- ✓ Frequency of use
- ✓ Visiting or regular local rider
- ✓ Telephone type

B. **Customer Satisfaction Survey:** The Consultant shall collect, compile, and analyze data from current FAST passengers that rate the following information (include industry standards for each area):

- ✓ Bus Operators:
 - Safe driver
 - Courteous
 - Knowledge of system
 - Appearance
 - Attitude
- ✓ Bus Service Characteristics:
 - Frequency of service
 - On-time performance
 - Bus stop locations
 - Design of routes
 - Onboard travel times
 - Span of Service
- ✓ Safety & Amenities:
 - Bus cleanliness
 - Safety from accidents
 - Feeling of personal security (both onboard and at transit facilities)
- ✓ Satisfaction with Customer Information:
 - System map
 - Website
 - Rider's Guide
 - Availability of information
 - Identify percentage of customers who use a smartphone application to access transit information

C. **Origin-Destination Survey:** The Consultant shall conduct an Origin-Destination Survey for current FAST customers. The data acquired by this survey shall include:

- ✓ An Origin-Destination Matrix of all FAST passengers surveyed

- ✓ A modal split analysis of passengers
- ✓ An inter- and intra-system transfer matrix for all major transfer locations

The sampling technique used for each aforementioned component of public input shall be comprehensive of all routes, service day types, and service periods in the FAST system. The sample set from each route shall be proportional to the amount of service and/or ridership of each route relative to the remainder of the system. The Consultant shall include in the Proposal pricing options for varying sample sizes for each component of this task and how sampling is recommended to be completed under COVID-19 circumstances.

The Consultant shall provide a Draft Technical Memorandum summarizing the results of this task. The Consultant shall compile results for each task component and both summarize each route individually, as well as the entire FAST system. Visual representations of survey results shall also be included in the Draft Technical Memorandum. The results shall identify and make recommendations regarding the strengths and weaknesses of the FAST system.

After City staff provide comments, the Consultant will provide four (4) printed copies and one (1) electronic copy of a Final Technical Memorandum concerning Task 5. Consultant shall also provide an electronic dataset containing user survey responses.

Task 6: Market Analysis of Service Area

The Consultant shall collect and compile the most up-to-date demographic information available in order to thoroughly review and analyze the FAST service area. This analysis will take a comprehensive look at service area characteristics, including but not limited to:

- A. Population Statistics by:
 - Age
 - Employment Status
 - Homeowner versus renter
 - Car ownership
 - Income
- B. Population Density
- C. Land uses:
 - Current
 - Future/Proposed
- D. Current development
- E. Future development

The Consultant shall collect comprehensive data for all of the aforementioned characteristics and analyze not only current conditions, but project future conditions to

incorporate and evaluate development trends in the FAST service area and its potential impact on FAST's ridership base.

As part of Task 6, the Consultant shall submit one (1) electronic copy of a Technical Memorandum summarizing each of the aforementioned aspects of the FAST service area. After FAST and the City of Fairfield provide comments, the Consultant will provide four (4) printed copies and one (1) electronic copy of a Final Technical Memorandum for Task 6.

Task 7: Public Meetings/Public Hearings

The Consultant shall coordinate with the City to schedule and conduct a minimum of five (5) public meetings. A minimum of three (3) public meetings will be held in the City of Fairfield, one in the City of Suisun City and one at Travis Air Force Base. These meetings shall provide the public with an opportunity to submit input and observations on the current FAST system and provide recommendations. The City is willing to consider alternative ways to seek public input during the COVID-19 pandemic.

Additionally, the Consultant will attend and assist City staff with a minimum of two (2) public hearings to solicit City Council feedback in the Cities of Fairfield and Suisun City.

The Consultant shall be responsible for marketing and designing the public meeting/hearing format and shall attend these meetings/hearings and be prepared to present study results, answer questions, and receive public comments. The Consultant shall collect and compile public comments received at these meetings and incorporate relative comments in the development of the short and long-range plans. The Consultant also shall develop and provide material for review and approval by City staff. City staff will post information on various social media sites that include but are not limited to: FAST website, City of Fairfield website, City of Suisun City website, Facebook, and Twitter. Social media sites shall be regularly updated to include information on the ongoing COA process and upcoming COA-related events.

City staff will also assist the Consultant with publishing public notices and/or developing press releases of public outreach efforts in the City of Fairfield and City of Suisun City's local newspaper, the *Daily Republic*, and Travis Air Force Base's weekly publication, *Tailwinds*.

Task 8: Develop Immediate Recommendations to Improve the Efficiency and Effectiveness of Existing Transit Programs and Services in a post COVID-19 World

One major goal of the COA is for the Consultant to develop and provide recommendations to be implemented within one (1) - year of COA completion. These recommendations will include specific action items to:

1. Identify new and innovative options to provide local transit services post-COVID-19
2. Maximize service quality, effectiveness, and productivity within fiscal constraints

3. Provide specific financial information that include budgets and costs for each recommendation
4. Ensure compliance with all Federal, State and local requirements

A. **Operating Strategies:** The Consultant shall propose post COVID-19 alternatives that will provide a balance between the supply and expected demand for service, including but not limited to the financial feasibility, pros, cons, feasibility, and resident impacts of countywide consolidation of transit services.

B. **FAST System/Program Adjustments:** The Consultant shall incorporate the operating strategies above into a comprehensive plan designed to increase and sustain ridership, improve operational efficiency, and maximize fiscal responsibility.

The recommendations will at a minimum address:

- a. Recommendations on specific routes to meet the operating strategies
- b. Running time adjustments to improve on-time performance and minimizes deadhead time
- c. Schedule coordination to improve transfer connections
- d. New, innovative, or modified transit options that will provide more efficient service benefiting Fairfield and Suisun City residents
- e. Enhanced frequency of service on existing routes
- f. Support of special purpose routes oriented to specific markets
- g. Span of service modifications to determine the possibility of expanding the weekday and weekend hours operations
- h. Financial impacts for each recommendation
- i. All proposed route and schedule changes will be supplied to the City in a format that will allow easy adaptation to a printing process
- j. Consultant will supply a separate cost to provide an operator run cut analysis that would be performed within one (1) - year of the completion of the COA. This option does not need to be included in the initial contract and may be added at any time by the City at the proposed price

The items above comprise a broad menu of public transportation proposals. The Consultant shall develop preliminary recommendations based on the review of the route performance data and rider patterns. The Consultant will use these broad categories to outline recommendations that consider and address the following impacts:

- a. Ridership
- b. Title VI and Civil Rights
- c. Productivity
- d. Financial
- e. Capital
- f. Implementation Timeline

The Consultant will focus recommendations based on the following specific scenarios:

- a. Financial circumstances that factor in post COVID-19 factors likely growth in funding sources
- b. Traditional, sustainable, and innovative service options
- c. Electrification development and mandates

As part of Task 8, the Consultant will also update FAST paratransit policies, including scheduling, fare structure, service delivery policies, and procedures based on the analysis in Task 4.

FAST and the City will review the recommendations pursuant to Task 10. Based on the comments received, the Consultant will adjust the recommendations, within the broad focus areas above, using the six (6) categories (a-f) to frame the recommendations. The Consultant will provide the City with recommendations and assist with ranking recommendations within the six categories.

As part of Task 8, the Consultant shall submit one (1) electronic copy of a Draft Technical Memorandum summarizing the development of recommendations. After FAST and the City provide comments, the Consultant will provide four (4) printed copies and one (1) electronic copy of a Final Technical Memorandum for Task 8.

Task 9: Development of Plans and Impacts

A. **System Operations/ Routing** - Based on the results of Task 8 and all other applicable research and information, the Consultant should prepare recommended strategic action plans to further the identified the project goals. The short-term strategic plan shall include all service change and expansion recommendations to be implemented within two to five (2-5) years from the completion of the COA. The long-term strategic plan shall include all service change and expansion recommendations to be implemented within five to ten (5-10) years from the completion of the COA. Please frame responses to consider the six (6) broad categories in Task 8. Each plan (long and short) shall include the following:

1. Narrative background information
2. Complete set of route maps and schedules for every proposed change
3. Detailed ridership impact projection
4. Detailed revenue impact projection
5. Detailed capital and operating funding projections
6. COA implementation timeline by year

The short-term plan will include discussion of the changes recommended under Task 8.

The two (2) plans shall indicate change and expansion recommendations that are designed to be implemented as a whole, yet still provide impact details and capital/operating requirements on an individual level.

The Consultant shall provide four (4) printed copies and one (1) electronic copy of draft version of the Short-Term Strategic Plan and the Long-Term Strategic Plan. After addressing comments from FAST and City staff, the Consultant will provide five (5) printed copies and five (5) jump drives containing electronic copies of the final versions of the Short-Term Strategic Plan and the Long-Term Strategic Plan.

Task 10: Project Coordination Meetings; Presentation to Fairfield City Council

The Consultant shall attend at least two (2) and up to four (4) coordination meetings with FAST and the City to discuss project findings and preliminary recommendations. Upon agreement on the finalized recommendations, City staff and the Consultant shall make a presentation to the Fairfield City Council concerning the results of the COA and recommended future strategies.

Appendix A: Key Stakeholders

Elected Officials, Agencies, Groups

Mayor and City Council Members of Fairfield
Mayor and City Council Members of Suisun
Fairfield Suisun Chamber of Commerce
Solano Economic Development Corp.
Solano Transportation Authority
Paratransit Coordinating Council (STA)
City of Fairfield Housing Authority
City of Fairfield Parks & Recreation Department
City of Fairfield Youth Commission
City of Suisun Community Services
City of Suisun Housing Authority
City of Suisun Public Works Department
City of Fairfield Homeless Roundtable
City of Fairfield HIT & HEART Teams (PD & PW)
City of Fairfield Planning Commission
Metropolitan Transportation Agency

Largest Employers

Travis Air Force Base -Airman & Family Readiness Ctr
Jelly Belly
County of Solano
Northbay Medical Center
Fairfield Suisun Unified School District
City of Fairfield
WestAmerica Bank
Partnership Health Plan
Sutter - Fairfield Campus (Low Ct)
Solano Community College

Trip Generators

TAFB - David Grant Medical Center
Solano Mall - Property Management
Gateway Plaza
Walmart - Fairfield & Suisun
Food for Less
Food Maxx
Raleys - North Texas & Travis
Mexican Meat Market
Safeway - Green Valley
Walmart - Fairfield & Suisun
Fairfield Suisun Unified School District
Travis Unified School District
Fairfield Adult School
Solano Community College
Dollar Tree
99 Cent Store
CVS
Walgreens

Interest Groups

Voices United (Latino group)

Social Services - General Services

County of Solano - Health and Human Services
Social Security Office (Suisun)
Fairfield-Suisun Community Action Council
Salvation Army - Kroc Center
Solano Coalition for Better Health
Catholic Social Services of Solano County
Rebuilding Together
IHSS Community
City of Fairfield Quality of Life Task Force

Housing - Work Training

City of Fairfield, Community Development/Housing
Dream Solano (Temporary and Transitional Housing)
Solano Affordable Housing Foundation
Solano WORKs Ready Center - Fairfield
Workforce Investment Board
Solano Re-Entry Council
Community Action North Bay
Shelter SOLANO (formally Mission Solano)
CityChurch 242

Social Services - Seniors

Faith in Action
Adult Recreation Center (ARC) - Fairfield
Area Agency on Aging
Senior Advocate Committee County of Solano
Suisun Senior Center
CTSA Advisory Committee- coordinated by STA staff

Social Services - Persons with Disabilities

North Bay Regional Center
PACE Solano
Solano County Adult Blind Organization
Pride Industries City of Fairfield,
Connections for Life
Solano Diversified Services
State of CA, Dept of Dev. Services, Area 4
Caminar

Social Services - Youth and Family

Child Haven
Children's Network
Children's Nurturing Project
Matt Garcia Youth Center
First 5 Program - Solano
Solano Youth and Family Services
The Leaven
Sullivan Youth Center
Solano Family & Children's Services
Salvation Army - Kroc Center

Medical Facilities

Kaiser Permanente - Gateway Medical Center
Northbay Healthcare
Northbay Cancer Center / 1860 Penn. Dr. Offices
Partnership Health Plan - Medi-Cal for Solano
Sutter Medical Group/ Low Court
TAFB - David Grant Medical Center
Dialysis Centers (DaVita - Cordelia/Texas St)
VA Affairs

Low Income Apartments / Senior/Subsidized/Affordable

Suisun

Almond Gardens , 709 Almond St., #A, Mgr. - Tonisha Smith
Breezewood Village Apartments, 1359 Worley Road, Mgr. - Amber Cook
Casa de Suisun (SENIOR ONLY), 322 Merganser Dr., Mgr. - Rebecca Burgos
Cottonwood Creek Apartments , 202 Railroad Ave., Mgr. -Durelle Kurlinski
The Village Apartments, 506 Civic Center Blvd., Mgr. - Vacant

Fairfield

Laurel Gardens - 201 E. Alaska Ave,
Monument Arms - 261 E. Alaska Ave
Parkside Villa Apartments - 1650 Park Lane
Parkway Plaza Apartments - 188 E. Alaska Ave.
Rockwell Manor - 693 Tabor
Eden Woodside Circle - 555 Alaska Ave
Fairfield Heights Apartments - 1917 Grande Circile
Fairfield Vista Appartments - 201 Pennsylvania Ave
Gateway Village Apartments, 2000 Pennyslvania
Fairfield Plaza Apartments, 1730 Filmore St
The Groves Apartments - 855 E. Tabor Ave
Jackson/Texas Apartments, 792 & 712 Jackson St.
San Marcos Apartments, 400 San Marcos St.
Signature at Fairfield - 1189 Tabor Ave,
Orchard Crossing - 651 E. Travis Blvd
Union Square Apartments - 1401 Union Ave
Woodsong Apartments - 2999 North Texas St
Casa Nova Mobile Home Park, 2071 Martin Rd
Dover Woods, 2801 Dover Ave
Senior Manor, 1101 Union Ave
Woodcreek Commons, 1625 Woodcreek Dr
Jefferson Plaza, 1050 Jeffereson St.

Appendix B – Studies, Reports and Additional Information Sources of FAST Services

Studies and Reports on FAST and Solano Express Services

Results of Solano Transportation Authority 2018 On-board Transit Survey. Solano Transportation Authority. February 13, 2019 Available at: <https://sta.ca.gov/wp-content/uploads/2019/07/15.-On-Board-Transit-survey.pdf>

Short Range Transit Plan: Fairfield and Suisun Transit; Solano Transportation Authority. June 3, 2016 Available at: <https://sta.ca.gov/wp-content/uploads/2019/07/2.-SRTP-FAST-Section.pdf>

Solano County Comprehensive Transportation Plan: The Future of Transportation/ Transit and Rideshare Element. Solano Transportation Authority. January 11, 2017 Available at: <https://sta.ca.gov/wp-content/uploads/2019/10/Transit-and-Rideshare-Element-Clean.pdf>

Results of Solano Transportation Authority 2014 Fairfield and Suisun Transit (FAST) Bus Routes Ridership Survey. Solano Transportation Authority. August 1, 2014 (Copy available in FAST office)

Results of Solano Transportation Authority Intercity Routes Ridership Study. Solano Transportation Authority. June 24, 2014 Available at: <https://sta.ca.gov/wp-content/uploads/2019/01/STA-Intercity-Routes-Ridership-Study-June-2014.pdf>

I-80/ I-680/ I-780/ State Route 12 Transit Corridor Final Study. Solano Transportation Authority. June 16, 2014 Available at: https://sta.ca.gov/documents_and_report/i-80-i-680-i-780-transit-corridor-study/

East Fairfield Community-Based Transportation Plan Final Report. Solano Transportation Authority. June 2012 Available at: <https://mtc.ca.gov/sites/default/files/CBTP%20East%20Fairfield%202012.pdf>

Solano Transportation Study for Seniors and People with Disabilities. Solano Transportation Authority. September 2011 Available at: https://sta.ca.gov/wp-content/uploads/2019/04/Final-Draft_Sr.-Disabled-Trans-Study_09-28-11-v3jm.pdf

Community-Based Transportation Plan for Cordelia/Fairfield/Suisun Project Area. Solano Transportation Authority. July 2008 Available at: <https://mtc.ca.gov/tools-and-resources/digital-library/community-based-transportation-plan-cordelia-fairfield-suisun>

Additional Informational Sources

Fairfield and Suisun Transit

FY 20 Fairfield and Suisun Transit Strategic Plan; Fairfield and Suisun Transit. 2019-2020 Available at: https://fasttransit.org/wp-content/uploads/2019/12/FAST_FY2020SP_FINAL4-3.pdf

City of Fairfield

City of Fairfield General Plan

Available at: <https://www.fairfield.ca.gov/gov/depts/cd/plan.asp>

City of Suisun

City of Suisun General Plan

Available at: <https://www.suisun.com/departments/development-services/planning/general-plan/>

Capitol Corridor Rail

Business Plan

Available at : https://images.capitolcorridor.org/wp-content/uploads/2019/04/CCJPABizPlanFY1920_04.12.19.pdf

Vision Plan

Available at: <https://www.capitolcorridor.org/vision-plan/>

Articles on FAST

<https://www.dailyrepublic.com/all-dr-news/solano-news/fairfield/transportation-center-a-victim-of-its-success/>

<https://www.dailyrepublic.com/all-dr-news/solano-news/fairfield/oliver-road-park-and-ride-lot-under-construction/>

<https://www.dailyrepublic.com/all-dr-news/solano-news/fairfield/fairfield-suisun-transit-agency-announces-solanoexpress-route-changes/>

<https://www.dailyrepublic.com/featured-stories/local-bus-service-could-see-big-changes/>

<https://solanoedc.org/news/solano-agency-gets-10.8m-for-regional-transit-upgrades>

<https://www.dailyrepublic.com/all-dr-news/solano-news/solano-business/residential-development-interest-grows-near-trains-station/>

APPENDIX C – Professional Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of _____, 20____, by and between the City of Fairfield, a municipal corporation (the "CITY") and _____ ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This agreement shall be in effect through _____; or until the scope of work is completed.

8) GOVERNING LAW AND VENUE. Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

9) ENTIRE AGREEMENT. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations

or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

10) COUNTERPARTS. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

11) NOTICES. This Agreement is managed and administered on the CITY's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the CITY using the following contact information:

CITY Contact: _____

E-mail: _____

Address: _____

Telephone: _____

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: _____

E-mail: _____

Address: _____

Telephone: _____

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____

CONSULTANT

By: _____

EXHIBIT "A"

SCOPE OF SERVICE

This form is to be used when you don't have a proposal letter from the contractor to use. If you have a proposal letter that you wish to use for Exhibit A --- Simply type "Exhibit A" at the top of the proposal letter.

EXHIBIT "B"

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

Personnel

Hourly Rate

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the _____ for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the _____.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease

work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY Indemnitees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides

in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) **MINIMUM SCOPE AND LIMITS OF INSURANCE**

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) **INDUSTRY SPECIFIC COVERAGES**

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) **INSURANCE PROVISIONS**

a) **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage

keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
 - ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
 - iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: certificates-fairfield@riskworks.com. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.