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Design & Engineering Services Improvements to RTA Transit Center

Proposal Release Date

April 4, 2018

Proposal Submittal Due Date

April 25, 2018 at or before 4:30 PM (PST)

Five printed copies and one digital copy of your firm's proposal should be submitted to the attention of the undersigned;

Mail completed proposals to:

Geoff Straw, Project Manager
San Luis Obispo Regional Transit Authority,
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4465
gstraw@slorta.org

Questions regarding the solicitation process and the scope of work should be directed to Geoff Straw at (805) 781-4465. All questions should be submitted by e-mail no later than 4:30 PM on Monday, April 16, 2018. These questions, along with their answers, will be emailed to all known RFP recipients by 4:30 PM on April 18, 2018.

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo

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SECTION I – PROPOSAL SCHEDULE

April 4, 2018	Publish RFP
April 11, 2018 @ 2:30 PM	On-site non-mandatory pre-proposal meeting at project site
April 16, 2018 by 4:30 PM	Questions/clarifications due
April 25, 2018 by 4:30 PM	Proposals Due
April 30, 2018	Proposer Interviews (If Needed)
Week of May 14, 2018	Final Selection and Notice to Proceed

Proposal Process and Scope of Work Questions:

Proposers are encouraged to submit questions, preferably via email, regarding the RFP by Monday, April 16th prior to 4:30 PM. These questions, along with RTA's responses, will be forwarded to all known RFP recipients by 4:30 PM on April 18th.

To:

Geoff Straw
San Luis Obispo Regional Transit Authority
179 Cross Street,
San Luis Obispo, CA 93401
805-781-4465 Voice
gstraw@slorta.org

SECTION II – INTRODUCTION & BACKGROUND

A. INTRODUCTION

The San Luis Obispo Regional Transit Authority (RTA) intends to retain a qualified and committed professional Design Team to design, engineer and assist with implementation of improvements to the RTA Transit Center in downtown San Luis Obispo. The specific work requirements are detailed in SECTION III SCOPE OF WORK.

B. BACKGROUND

The RTA is a joint powers agency comprised of the Cities of San Luis Obispo, Morro Bay, Atascadero, Arroyo Grande, Paso Robles, Grover Beach, Pismo Beach, and the County of San Luis Obispo. The RTA provides regional fixed routes along primary roadway corridors throughout San Luis Obispo County. In addition, the RTA operates Runabout, which is the ADA complementary paratransit provider for all fixed route providers in the County. Finally, the RTA provides local fixed route and dial-a-ride services under contract to both the City of Paso Robles and the County of San Luis Obispo.

C. RTA RIGHTS

The RTA reserves the right to cancel this Request for Proposals (RFP) or postpone the date and time for submitting proposals at any time prior to the proposal's due date. The RTA specially reserves the right to reject any or all proposals including, without limitation, nonconforming, nonresponsive, or conditional proposals, to investigate the responsibility of any Proposer, to reject any provisions in any proposal, to waive any informalities or non-material deviations in any proposal, to request new proposals, or to proceed to obtain the services otherwise. No Proposer shall have the right to make a claim against the RTA in the event the RTA accepts a proposal or does not accept any or all proposals.

SECTION III – SCOPE OF SERVICES

The scope defines the RTA’s requirements for delivering services for the design, construction oversight assistance, and permitting of the proposed improvements to the RTA Transit Center in downtown San Luis Obispo. The proposed scope itemizes the various tasks and subtasks, and develops a level of detail on each task that shall lead to providing a functional facility.

The scope of services comprises seven major tasks, discussed on the following pages:

Site Master Planning

- Task 1: Review Existing Conditions and Refinement of Concept Plan

Architectural and Engineering Design

- Task 2: Design Development
- Task 3: Construction Documents

Bid Phase and Construction Phase Services

- Task 4: Contractor Bidding and Award
- Task 5: Construction Phase Services

TASK 1: REVIEW EXISTING CONDITIONS AND REFINEMENT OF CONCEPT PLAN

Task 1 consists of identifying existing conditions and criteria to be used during the other project tasks.

1.1 Kickoff/Concept Approval

Key members of the design team will attend a kickoff meeting with the RTA and stakeholders such as City and County officials. At this meeting, it is expected attendees will review and discuss adjustments to the conceptual layout plan (see Appendix B-1), while focusing also on recent discussions with County officials regarding utility and Internet-based communications tie-ins. The Design Team will consider the following elements as part of this subtask:

- a. Validation and update of the conceptual facility layout plan (Appendix B-1) to address recent changes. For example, the conceptual layout includes references to Landscape Forms passenger shelters; Tolar Manufacturing was awarded the contract and provided the shelters. The site limits also need to be further refined/defined in coordination with County officials, including how and where building materials will be stored, and the placement of temporary fencing during the construction phase. At the very least, one two- to three-hour workshop should be conducted that includes City of SLO, County of SLO and RTA staff members to ensure full briefing and participation of all partners.
- b. Refinement of the passenger waiting area must be considered, including replacement of a portion of the existing lawn with pavers and/or concrete, and resulting changes to existing irrigation systems. The pavers and related materials will conform architecturally

to the area surrounding the existing clock tower located at the corner of Monterey and Osos Streets. The Design Team will also include options for planters and/or a seat wall that will help discourage waiting passengers from approaching the County Public Works building at non-authorized access points.

- c. Installation of four RTA-provided passenger shelters fabricated by Tolar Manufacturing. All four shelters have interior benches and lighting (no external wiring, although internal conduits and some internal wiring are provided). The Design Team will specify concrete footings/foundations needed for each shelter pillar and related hardware. These four new shelters are currently being stored at the RTA yard, which is located at 179 Cross Street. See Appendix B-4 for drawings of the four shelters.
- d. Installation of four RTA-provided passenger benches supplied by Tolar Manufacturing. Note that these benches are separate from the seating supplied for the shelters, and the Design Team will work with the RTA to refine the site layout to include their installation. The Design Team will specify footings and related hardware for properly mounting these stand-alone benches. A bench diagram is included as Appendix B-5.
- e. Installation of one RTA-provided LED “next-bus” sign inside one of the two larger shelters and another RTA-provided LED sign in one of the two smaller shelters. These two LED units were supplied by Sunrise Systems, and will use Internet-based communications as delivered and the Design Team will include conduits and wiring to these units. The Design Team will also specify stainless steel mounting hardware and wiring. Two of the four shelters were manufactured to provide a place to properly mount the signs and to securely run the power and Internet-based communications wiring. See the attached drawings (Appendix B-6) for the LED signs.
- f. Installation of one RTA-provided Ticket Vending Machine inside one of the two smaller shelters. The Vendstar-3 unit was supplied by the GFI Corporation, and it is currently being stored at the RTA operating facility located at 179 Cross Street. Similar to the LED signs described above, it will initially use cellular/wireless communications. The Design Team will specify power, footings and stainless steel hardware for properly mounting the unit, as well as possible future Internet-based communications (conduits/pull-boxes). Installation guidelines and product dimensions are included in Appendix B-7. GFI representatives will work with the eventual Construction Contractor to facilitate the installation process and address technical issues.
- g. Installation of two RTA-provided doubled-sided information kiosks/signs supplied by Tolar Manufacturing. The Design Team will specify power requirements for the built-in backlighting, as well as stainless steel hardware. See the attached diagram (Appendix B-8).
- h. Installation of a Peak Bike Rack or racks; this brand is pre-approved by the City. The final size and configuration will need to be developed cooperatively with RTA staff, with the

expectation that the bicycle storage capacity be maximized to the extent possible. The Design Team will specify the size and configuration used for purchasing purposes by the RTA (early in the design process; prior to construction bidding) and eventual installation by the Construction Contractor. A brochure for Peak Bike Racks is provided (see Appendix B-9).

- i. Installation of a Dero Fixit bike tool station (or RTA-approved equal); the Dero unit is currently used on the Cal Poly campus. The Design Team will specify the final installation location and necessary hardware; CAD drawings for this example unit can be downloaded at <https://www.dero.com/product/fixit/>. Similar to the bike racks discussed above, this will be an early-delivery item so that the item can be purchased prior to bidding the construction contract.
- j. Replacement of the current Melaleuca tree located on Palm Street just north of Osos Street. This tree is too close to the Palm Street curb, which prevents buses from fully pulling up to the curb. See the attached approval letter from the City (Appendix B-10). The Design Team will coordinate with the City Arborist and the RTA on the type of replacement tree and its exact location that will be shown in the drawings. The Design Team will also eventually assist the Construction Contractor in obtaining the tree removal permit; the Construction Contractor will be responsible for all permitting costs.
- k. Appendices B-11 through B-13 provide more detailed information about existing power tie-ins in the County building and in the existing backlit information kiosk. The Design Team will coordinate with the County to ensure that the power and Internet-based communications needs of each new passenger-amenity related electric and electronic devices are appropriately addressed in the design, including the development of a plan to minimize disruption(s) of County operations and design for a separate utility sub-meter so that the RTA's usage can be correctly billed by the County. However, it should be noted that the power to the existing information kiosk is not mapped, and additional utilities could be located in the site boundary that could be disturbed during the construction phase. As part of this subtask, the Design Team will further research underground utility line (including an Underground Service Alert survey) within the project site and to the extent possible provide details in the construction documents.
- l. As discussed above, the LED signs and the Ticket Vending Machine were delivered to use cellular/wireless communications, but the Design Team will include extra conduits, pull-boxes, etc. to allow possible future wired communications. With the exception of the shelter under which the Ticket Vending Machine will be installed, the lighting system in the other three shelters and the two display cases will include a timer system that allows the lights to go dim or dark during the RTA's non-service nighttime hours.
- m. For design phase scheduling purposes, the Design Team should assume 15 working days for items that require combined RTA and County approval. The Design Team should inquire with SLO City staff for the expected duration of City plan check review periods.

No State Division of the State Architect involvement will be necessary as part of this project.

1.2 Review of Field Topo/Utility Survey

A survey was completed of the site by the Wallace Group in October 2016, which is included as Appendix B-3. The survey is available in electronic format as part of this RFP. **No modifications to existing curbs or building interiors will be required as a part of this project.** The project involves trenching to access power and Ethernet connections at provided exterior connection points for the various electronic equipment to be installed, which is described below.

Additional survey information required by the project shall be identified by the Design Team and shall be gathered by whatever additional survey efforts are necessary. Utility locations are to be identified, as well as any restrictions that may be attached to the proposed site.

TASK 1 DELIVERABLES:

- Validation and refinement of the conceptual layout plan
- Review of topographic and boundary surveys
- Utility location survey

TASK 2: DESIGN DEVELOPMENT (30% Design)

2.1 Preliminary Plans

The design development task will take the concept plan approved in Task 1 and augment those details on these plans to refine the construction vision of the specific site areas and facilities. Work will also include 3-dimensional terrain/finish grade modeling of site civil aspects for supporting documentation of site improvements.

The following plans are anticipated to be generated in this design development phase:

Site/Layout Plan

- Grading Plan
- Drainage Plan
- Construction Details
- Delineation Plan
- Landscape Plan
- Electrical/Lighting Plan
- Utility Plan

2.2 Preliminary Construction Cost Estimate

The Design Team will prepare an itemized construction cost estimate for defined components of the work. The estimate will use construction estimating software, unit cost data as published in RS Means, and/or publicly available bid data as published by the County and Caltrans. The intent will be to use Caltrans Standard bid items as much as possible to coincide with measurement and payment provisions in the Caltrans Standard Specifications and Standard Special Provisions consistent with Public Works practice.

2.3 RTA Review/Comments

The Design Team will submit a 30% design package to the RTA that includes the items in subtasks 2.1 and 2.2. The Design Team will consider one round of consolidated RTA and City/County comments, and will provide a response document with the next submittal. Conflicting comments will be resolved in coordination with the RTA. The Design Team will incorporate applicable comments into the 60% design as outlined in Task 3.

TASK 2 DELIVERABLES:

- Preliminary plans, estimate and key view screening exhibits in PDF format

TASK 3: CONSTRUCTION DOCUMENTS (60%, 90% and Final Design)

Task 3 shall include the completion of all construction contract documents in conformance with the previously approved preliminary design plans that shall permit construction contractors to bid competitively. Continuous coordination with the RTA shall be maintained throughout this phase to reduce time required for detailed reviews. Milestone reviews shall be scheduled at 60 and 90 percent completion; however, the continual coordination mechanisms in place shall allow the Design Team to continue work as the documents are being reviewed. This task assumes that the design process is expected to continue the refinement of the initially approved concept plans and not to significantly vary from that concept or study further alternatives.

3.1 Construction Plans

Contract bid documents shall provide complete descriptions of work involving the architectural, civil, structural, electrical, special systems, landscaping components and all other drawings noted in Task 2. The documents shall describe, locate and dimension, as well as give the physical properties, workmanship requirements, performance characteristics and other pertinent information relating to each component. Any required construction methodology and sequencing as well as special provisions due to phasing requirements shall be described. Contract drawings, specifications, cost estimates and project schedules shall be submitted at the 60 and 90 percent completion points for RTA review and approval.

The following list of plans are anticipated as part of the construction documents package:

- Title Sheet
- Survey Control Map
- Site/Layout Plan
- Grading/Drainage Plan
- Construction Details
- Erosion Control Plan
- Landscape Plan
- Irrigation Plan
- Electrical/Lighting Plan, including building/cross sections for utility tie-ins

- Utility Plan

3.2 Technical Specifications

The Design Team will prepare a technical specifications outline for the major items of work. The specifications will follow Caltrans Standard Specifications with Standard Special Provisions. The RTA will provide the “front end” contract documents and prepare the final bid package for construction, using templates developed by the County

3.3 Construction Cost Estimates and Schedule

Throughout Task 3, complete construction estimates shall be prepared and submitted to the RTA at the 60% and 90% submittals in conjunction with the writing of the contract specifications. Each cost estimate shall contain an itemized list of materials and methods used on the project, along with the associated unit and installation costs. The estimates shall be based upon standard bid items and formats and shall be used as a standard against which all bids shall be evaluated. A detailed construction schedule, in critical path format, shall be developed and provided to the RTA to assist in controlling the construction schedule and budget.

3.4 RTA Review/Comments

The Design Team will submit 60% and 90% milestone design package to the RTA for review and distribution to stakeholders that include items in subtasks 3.1 through 3.3. At each stage, the Design Team will address one (1) round of combined and consolidated RTA and City/County review comments in a response letter. Conflicting comments are to be resolved in coordination with the RTA. The Design Team will incorporate applicable comments during each subsequent design stage. Following the 90% review stage, the Design Team will address final comments and prepare Final Plans, Specifications, and Construction Cost Estimate for the RTA use in bidding the project.

3.5 Permitting Assistance (if needed)

Based upon the discussion with City and County staff, minor effort for permitting assistance may be needed with the following assumptions:

- The proposed use is permitted within the City and County jurisdictions
- There are no land use conflicts
- A Conditional Use Permit is not required and plans are to be approved through a plans review process through the City of San Luis Obispo
- Any fees (if applicable) are to be paid by the RTA

The Design Team will assist with the coordination with public agencies for this project. The Design Team will coordinate construction plan review with City and the County for grading, drainage and lighting, as appropriate. Due to the potentially indeterminate scope item for permitting assistance, bidders should assume providing support up to 20 hours of staff time for this task.

TASK 3 DELIVERABLES:

All Task 3 deliverables will be provided in PDF format, as follows:

- 60 and 90 percent contract document review packages
- Drawings
- Specifications
- Cost estimate
- Project schedule

TASK 4: CONTRACTOR BIDDING AND AWARD

The RTA shall develop a proposal format by which all contractors shall comply in order to facilitate ease of review by the RTA of the following components:

- Confirmation of understanding and compliance with the services to be performed
- Standard terms and conditions
- Special terms and conditions
- Procurement boilerplate
- FTA terms, conditions and standard clauses (provided by the RTA)
- Fees
- Personnel/experience
- References for similar size projects
- Miscellaneous, including firm history, background, and other pertinent info

4.1 Bid Phase Services

The Design Team shall provide the following services should it be determined that the project shall be bid, either in whole or in part, to obtain the most competitive pricing.

- Pre-bid conferences: Assist with the contractor pre-bid conference and site visit.
- Respond to questions: Assist the RTA in answering questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- Addenda: Assist the RTA with the preparation of one addendum to the contract documents, if required.
- Review bids: Assist the RTA in reviewing contractor bids for conformance with the contract drawings and specifications, and evaluate bids and make recommendation of contract awards.
- Analyze substitutions: Assist the RTA with the analysis of substitutions requests and recommend disposition.

TASK 4 DELIVERABLES:

- Minutes of pre-bid meeting
- Log of contractor questions and responses
- Addenda
- Bid analysis and recommendation

TASK 5: CONSTRUCTION PHASE SERVICES

During the construction phase, the Design Team shall provide the following services to assist with the completion and occupancy of the new facility.

5.1 Shop Drawings Review

The Design Team is responsible to coordinate through the general contractor creation of and review and approval of shop drawings, erection drawings, requests for substitutions, samples, manufacturer's specifications and catalog cuts submitted by the contractors as required by the contract documents. Reviews shall be completed within two weeks of the submission.

5.2 Consultation

Throughout the construction phase, the key members of the Design Team shall provide consultation on the RTA's behalf to the contractor's project manager on a continuing basis.

5.3 Attend Construction Meetings

The Design Team's project manager, project architect or other key members shall attend weekly construction meetings during the construction period.

5.4 Requests for Information

The Design Team shall provide, as needed, investigation of and consultation on anticipated problems or conditions encountered during construction; preparation of supplementary sketches for resolution thereof; review of construction engineering proposals submitted by the contractor; and interpretation of plans and specification requirements. All RFIs shall be requested and answered in writing with a copy forwarded to the RTA.

5.5 Periodic Observations

Key members of the Design Team shall visit the site on a regular basis to observe construction activity, document observations, and to determine if the project is being constructed consistent with the design. They shall promptly advise the RTA of any discrepancies. If anyone within the Design Team becomes aware of any defect in the work or becomes aware of any work that is not being performed in accordance with the construction documents, they shall provide immediate written notification to the RTA and the general contractor.

5.6 Construction Management & Inspection

The Design Team will provide a part time Construction Manager/Inspector to monitor progress of the construction activities. Design Team staff will perform the following tasks:

- Review Contractor's RFI's, change orders, claims, and other information on behalf of the RTA and recommend denial or payment of requests.
- Recommend rejection of work that is not in accordance with the contract documents.
- Prepare Assistant Resident Engineer Reports/Diaries (when on-site) which contain sufficient information for documentation purposes, including location, operations (contract item or change order), labor, equipment, material, hours, field conditions, discussions with Contractor, down-time, inefficiencies, and other similar items.
- Review and approve material or product cut sheets for compliance with project specifications.
- At completion of the work, attend a final project walk through with the RTA and Contractor personnel to determine that all "punch list" of items of work have been completed.
- Final Inspection .

The construction schedule is estimated to require four weeks and therefore this task is anticipated to also last four weeks. For bidding purposes, the Design Team should assume 24 hours per week (just over half-time equivalent person) during this subtask. Due to the indeterminate nature of construction, the services will be provided on a time and material basis as approved by the RTA up to the budget authorization.

TASK 5 DELIVERABLES:

- Shop drawing review log
- RFI response log
- Construction meeting minutes
- Field observation reports
- Preliminary and final punch lists

SECTION IV – GENERAL INFORMATION

A. GENERAL INSTRUCTIONS

1. In submitting a proposal, Proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all criteria in these proposal conditions. It is essential that proposers read each of the sections carefully and take action where necessary.
2. Where the word “RTA” is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words “offer”, “contract proposal”, and “proposal” are synonymous, and it is understood that once RTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this Request for Proposals (RFP) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A Design & Engineering Selection Committee will review and screen proposals. Proposers submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFP.
4. RTA may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. RTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. RTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

B. LIMITATIONS

This Request for Proposal does not commit RTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. RTA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interests of RTA. The contents of the proposal submitted by a proposer may become a contractual obligation if a contract ensues.

C. PROTESTS

In the event a bidder or proposer desires to protest a bid, proposal or an award, the following procedure shall be used.

The RTA has the authority to resolve protested solicitations and awards.

1. Right to Protest. Any bidder who objects to the award of contract may protest to the Executive Director prior to the bid award.
2. Authority to Resolve Protests. The Executive Director shall have authority, prior to award, to settle and resolve a protest.
3. Decision Process. If the protest is not resolved by mutual agreement, the Executive Director shall issue a decision in writing, stating the decision and facts supporting the decision and informing the protestant of its right to appeal the decision in accordance with the RTA's purchasing policy. A copy of the decision shall be mailed or otherwise furnished to the protesting bidder. A decision under this procedure shall be final except that the Executive Director's final decision may be appealed to the Federal Transit Administration (FTA) as referenced in FTA Circular 4220.1F.
4. Proposers shall be made aware of the Federal Transit Administration (FTA) protest procedures referenced in FTA Circular 4220.1F. If Federal funding is involved, FTA will review protests from a third party only when a grantee does not have a written protest procedure or fails to follow its procedures.
5. An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five working days of the date the protester knew or should have known of the violation.
6. A procurement protest log shall be maintained. The log shall indicate key protest dates and action taken. Each protest shall be filled with the response letter and any correspondence attached.

D. DEVIATIONS

Proposers will provide RTA with any suggested deviations to the Agreement and Conditions, and the Scope of Services. If deviations exist, negotiations on specific items will precede any award or contract. Deviations must be submitted at the time of response to the proposal.

E. PROPOSER STATUS

1. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.

2. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements, and agree to the professional services agreement Section 4. Indemnity, unmodified.

F. DISADVANTAGED BUSINESS ENTERPRISES

1. RTA's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of RTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.
2. RTA and its Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the Agreement. In this regard, all recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. RTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Any questions about DBE participation or good faith efforts should be directed to Tania Arnold, Chief Financial Officer/Director of Administration, at tarnold@slorta.org. RTA recommends proposers address DBE participation or its good faith effort at least two weeks prior to RFP closing.

G. FEDERAL REGULATIONS CONFORMANCE

Contractor is bound by the same terms and conditions of applicable federal regulations that are imposed on RTA for proper administration of this project.

H. PROPOSER RESPONSIBILITY

1. Should Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Proposers of such discrepancy, if any, and of any changes.

2. The Proposer is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. RTA reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

I. THE AGREEMENT

The Agreement, along with the Insurance Requirements for Consultants and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful proposer will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

J. DEBARMENT CERTIFICATION

The Proposer shall certify that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

SECTION V – FORMAT OF PROPOSALS

Proposer should submit five printed and one digital copy of its proposal in the format outlined below. This format will assist RTA in evaluating the proposals. The package should clearly reflect this RFP name, the contents of the package, and the firm's name and information in the following order:

A. INTRODUCTION

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the proposer for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

B. PROFILE OF THE FIRM

1. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
2. Provide a list of at least three current customers that have acquired and installed the same or similar products or services as those being proposed for RTA.
3. Provide the lead firm's and each subcontractor's California State Licensing Board number. This information will be used by the RTA for obtaining a California Department of Industrial Relations project number as it relates to required certified payroll submittals.

C. PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which RTA should be aware. Indicate clearly the levels of participation you will expect from RTA staff in the fulfillment of the contract.

The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the Design of RTA Transit Center Improvements project.

The proposer shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

1. Tasks proposed to be completed to meet project objectives.
2. Proposed work products for each task.
3. Proposed meetings with staff, advisory bodies, etc.
4. The time required to initiate and complete each task.
5. Allocation of cost by task.
6. An estimate of the time required from the Notice to Proceed through project completion.
7. Samples of graphic layouts representative of those to be included in this project.

Exceptions to the requirements of the RFP should be clearly delineated in this section.

The information in this section will aid RTA in the refinement of the scope of work during contract negotiations. In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project. However, these two pages count toward the proposal size limitation discussed below.

The RTA expects each proposer to be succinct and economical in developing its proposal package. As such, the proposal package is ***limited to no more than fifteen (15) pages***. Each letter-sized page should be doubled-side, and no less than single-spaced lines nor smaller than size 12 font will be permitted. Each 11" by 17" double-side page counts as four letter-sized pages.

It should be noted that the RTA is requiring submittal of various certifications as part of the proposal process. The following documents do not count toward the 20-page maximum; only one original copy of the following documents must be submitted:

1. Attachment A: Cost Proposal (signed and placed in a separate envelope)
2. Attachment B: References
3. Attachment C: Designated Contacts List

D. STAFF QUALIFICATIONS AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract.

Note: Consultant may not substitute any member of the project team without prior written approval of RTA.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of RTA.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references in Attachment B for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

1. Brief description and type of project, particularly as it relates to public works projects with a transit component (garage design, transit center design, etc.)
2. Name of agency and study location
3. Name of agency contact person and telephone number
4. Your firm's specific involvement (i.e., primary consultant, sub-consultant, etc.)
5. The actual cost vs. cost estimate
6. Status of completion

E. ADDITIONAL DATA

Proposer shall as part of their proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The proposer shall also affirm that they have read and agree to indemnity language in the Agreement. Proposer agrees to furnish RTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the

contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

F. COST PROPOSAL

Proposals that are submitted in response to this RFP should include a “cost proposal” of what the proposer would charge to provide the services requested. As shown in Attachment A, pricing shall include all travel time and expenses. All proposals must note that all costs within the scope of the proposal will be performed on a billed as incurred, “not to exceed” basis. The cost proposal should be presented in an hourly rate and number of hours for each task plus expenses with a guaranteed “not to exceed” amount for each work section. The cost proposal must be detailed by task, by hours on-site, hours off-site, and who is performing each task. A detailed estimate of other expenses such as airline tickets, hotels, etc., must also be included. The number of on-site visits and their lengths of time for each shall also be included in the cost proposal with appropriate costs detailed by hourly rate and number of hours required. All expenses presented for payment shall have invoices and/or proper documentation.

The proposal should be completed on the forms provided. Additional documentation providing greater detail may be provided by the proposer.

SECTION VI – SELECTION PROCESS

A. SUBMITTAL DEADLINE

Only those proposals received by the submittal deadline on or before April 25, 2018 at 5:00 PM (PST) will be evaluated by the Design & Engineering Selection Committee.

B. RESPONSIVENESS CRITERIA

1. Submittal meets RTA deadline.
2. Organization of proposal. Proposals submitted as required in the “Format of Proposals”, Section V.
3. Completeness of proposal. All required forms, questionnaires and information are complete, signed and dated. No more than fifteen (15) pages will be accepted.

C. EVALUATION CRITERIA

RTA intends to use a Best Value method to determine which proposal is most advantageous to the agency’s goals. Technical and financial merit will be evaluated simultaneously by separate panels, which may consist of the same personnel. The panels’ scores will be combined on the following criteria, noting that scores may be fractions and that ratings will be scaled so that the best proposal in each element will receive the maximum points for that element.

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of RTA. The process for selection shall occur in the following sequence:

1. Review Proposals
2. Establish a “short list” of three or more firms
3. Interview “short-listed” firms (at the option and discretion of RTA)
4. Identify best qualified firm
5. Determine which, if any, alternates will be selected, and negotiate a fee
6. Award contract

A project Selection Committee has been formed to evaluate the proposals and to make recommendation to the RTA Board. This committee consists of representatives from the RTA, the City of San Luis Obispo, and San Luis Obispo County. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of

the Committee’s evaluation process. The RTA does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should RTA choose to conduct interviews with short-listed firms.

Criteria	As Demonstrated By:	Weight of Criteria
Merit of Proposal/Presentation	<ul style="list-style-type: none"> • Proposal, thoroughness and approach • Demonstrated understanding of project and requirements 	35
Firm Qualifications and Expertise	<ul style="list-style-type: none"> • Staff qualifications • Adequacy of staff to perform the work 	30
Record of Past Performance	<ul style="list-style-type: none"> • References • Ability to work effectively with RTA, other public agencies and the public • Demonstrated ability to complete work tasks within project timelines and project budgets 	25
Fees	<ul style="list-style-type: none"> • Reasonableness of costs 	10

Prior to the award of contract, RTA must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, RTA is unable to assure itself of the proposer’s ability to perform under the contract, if awarded, RTA has the option of requesting from the proposer, any information that RTA deems necessary to determine the proposer’s capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

The successful firm will be required to execute a service agreement with RTA. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in RTA contracts. The Draft Agreement may be altered from the enclosed form at the discretion of RTA and without notice to consultant prior to award of contract. RTA does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

RFP CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for proposal

Write "yes" on the blank space if you have included those items for submittal of your RFP

- _____ Cost Proposal (Attachment A)
- _____ Contractor's Relative Experience/Reference Form (Attachment B)
- _____ Contractor's Designated Contact List (Attachment C)
- _____ Receipt of Addenda Form (if issued)
- _____ Technical Information Relative to RFP
- _____ Confirmation of agreement to Insurance requirements as outlined in (Attachment One)

ATTACHMENT A COST PROPOSAL

Proposers must submit a cost proposal in a separate envelope clearly marked with the firm's name and the words "Cost Proposal". Below is a graphic representation of the format that RTA requires; this cost proposal file is available upon request in MS Excel format.

Attachment A										
Cost Proposal										
Firm Name:										
		On-Site Personnel & Hourly Rates								
	Role:	Principal-in-Charge	Project Manager							
	Last Name:							Total On-Site Hours	Total On-Site Hourly Costs	
Task #	Hourly Rate:									
1.0	Review Existing Conditions & Refine Concept Plan							0	\$0	
2.0	Design Development							0	\$0	
3.0	Construction Documents							0	\$0	
4.0	Contractor Bidding and Award							0	\$0	
5.0	Construction Phase Services							0	\$0	
Total On-Site Hours		0	0	0	0	0	0	0		
		Off-Site Personnel & Hourly Rates								
	Role:	Principal-in-Charge	Project Manager							
	Last Name:	0	0	0	0	0	0	Total Off-Site Hours	Total Off-Site Hourly Costs	
Task #	Hourly Rate:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
1.0	Review Existing Conditions & Refine Concept Plan							0	\$0	
2.0	Design Development							0	\$0	
3.0	Construction Documents							0	\$0	
4.0	Contractor Bidding and Award							0	\$0	
5.0	Construction Phase Services							0	\$0	
Total Off-Site Hours		0	0	0	0	0	0	0		
Total Personnel Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0		
		Total Proposed Expenses:								
		Travel								
		Printing / Copy Costs								
		Phone / Postage / Delivery Costs								
		Subtotal: Other Expenses						\$0		
		Personnel						\$0		
		Total Cost						\$0		

The cost proposal must include the printed name, title, phone number, physical address, email address, and signature of the proposer's authorized representative.

**ATTACHMENT B
REFERENCES**

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Project Description: _____

Contract Amount: _____

Contract Execution & End: _____ through _____

Transit Agency and Location: _____

Contact Name & Telephone Number: _____

2. Project Description: _____

Contract Amount: _____

Contract Execution & End: _____ through _____

Transit Agency and Location: _____

Contact Name & Telephone Number: _____

3. Project Description: _____

Contract Amount: _____

Contract Execution & End: _____ through _____

Transit Agency and Location: _____

Contact Name & Telephone Number: _____

NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

**ATTACHMENT C
DESIGNATED CONTACT LIST**

Proposers are required to indicate in the space provided below the designated contact individual's name and contact information:

SAN LUIS OBISPO RTA

PROPOSER

Geoff Straw

San Luis Obispo RTA

179 Cross Street, Suite A

San Luis Obispo, CA 93401

(805) 781-4465

gstraw@slorta.org

ATTACHMENT D

SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY PROFESSIONAL SERVICES AGREEMENT WITH _____

AGREEMENT NUMBER _____

This "Agreement" is made as of this day of _____, 2018, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser") and " _____ " ("Contractor").

RECITALS

A. RTA desires to retain a qualified and committed professional design and engineering firm or team of firms for the Design of Improvements to the RTA Transit Center project.

B. RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, RTA and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of _____. The RTA's Chief Financial Officer is authorized to pay all proper claims.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions,

arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of RTA.

5. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by RTA as a material breach of this Agreement by Contractor, whereupon RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of RTA, in RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. TERMINATION

a. This Agreement may be terminated by RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been installed, Contractor shall provide a working installation and configuration of the AVL system to RTA within Thirty (30) days of the termination date. RTA shall pay Contractor for any services for which compensation is owed; provided, however, RTA shall not in

any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of RTA without additional compensation to Contractor.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

RTA Representative:

Geoff Straw
San Luis Obispo RTA
179 Cross Street, Suite A
San Luis Obispo, CA 93401
(805) 781-4465
gstraw@slorta.org

Contractor Representative:

9. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor’s employees, shall not be considered agents or employees of RTA. Neither Contractor nor Contractor’s employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to the RTA when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the RTA Code.

The RTA may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the RTA’s Representative the “assuming office” statements of economic interests required by the RTA’s Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and

“leaving office” statements of economic interests, as required by the RTA’s Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. Waiver of Rights. Neither RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for RTA hereunder shall be and remain the property of RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Dispute resolution - Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Project Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Manager shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Director of the Department of Transportation and Public Works, with a copy to the Project Manager. The determination of such appeal by the Director of the Department of Transportation and Public Works shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Council per RTA code. The decision of the RTA Council shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Project Manager’s decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ACCESSIBILITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), RTA requires that all RTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all

electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to RTA that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other (please specify: _____)

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: _____

Geoff Straw
RTA Executive Director

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

RTA Counsel

Print Name: _____

ATTEST:

Title: _____

By: _____

RTA Clerk

Print Name: _____

Title: _____

Taxpayer I.D. No. _____

Attachments:

- Attachment One - Insurance Requirements
- Attachment Two – Federally Required Contract Clauses
- Exhibit A - Scope of Services (as amended)
- Request for Proposal
- Contractor’s Proposal
- Supplemental Questions/Clarifications
- Contractor’s Response to Supplemental Questions/Clarifications
- Contractor’s Best and Final Offer

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by RTA shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ATTACHMENT TWO
FEDERALLY REQUIRED CONTRACT CLAUSES**

1. FLY AMERICA REQUIREMENTS

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

2. BUY AMERICA REQUIREMENTS – This Section Does Not Apply

3. CHARTER AND SCHOOL BUS REQUIREMENTS – This Section Does Not Apply

4. CARGO PREFERENCE REQUIREMENTS – This Section Does Not Apply

5. SEISMIC SAFETY REQUIREMENTS – This Section Does Not Apply

6. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

(1) 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.

(2) 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.

8. BUS TESTING – This Section Does Not Apply

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS – This Section Does Not Apply

10. LOBBYING

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.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-- LLL,

“Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

_____ Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

_____ Date

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. 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.

6. The Contractor 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 same until the Purchaser, 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. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
II Non State Grantees		Those imposed on non-state Grantee pass thru to Contractor				
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

12. 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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. BONDING REQUIREMENTS – This Section Does Not Apply

14. CLEAN AIR

(1) 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.

(2) 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.

15. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACT – This Section Does Not Apply

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – This Section Does Not Apply

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.(2) 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.

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

(1) 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.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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.(3) 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.

21. TERMINATION – See Section 7 of Professional Services Agreement

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the San Luis Obispo Regional Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the San Luis Obispo Regional Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT – This Section Does Not Apply

24. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

25. BREACHES AND DISPUTE RESOLUTION – This Section Does Not Apply

26. PATENT AND RIGHTS IN DATA – This Section Does Not Apply

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – This Section Does Not Apply

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4 %. A separate contract goal has not been established for this procurement.

b. 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 the San Luis Obispo Regional Transit Authority deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. 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 the San Luis Obispo Regional Transit Authority. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

d. The Contractor must promptly notify the San Luis Obispo Regional Transit Authority 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 the San Luis Obispo Regional Transit Authority.

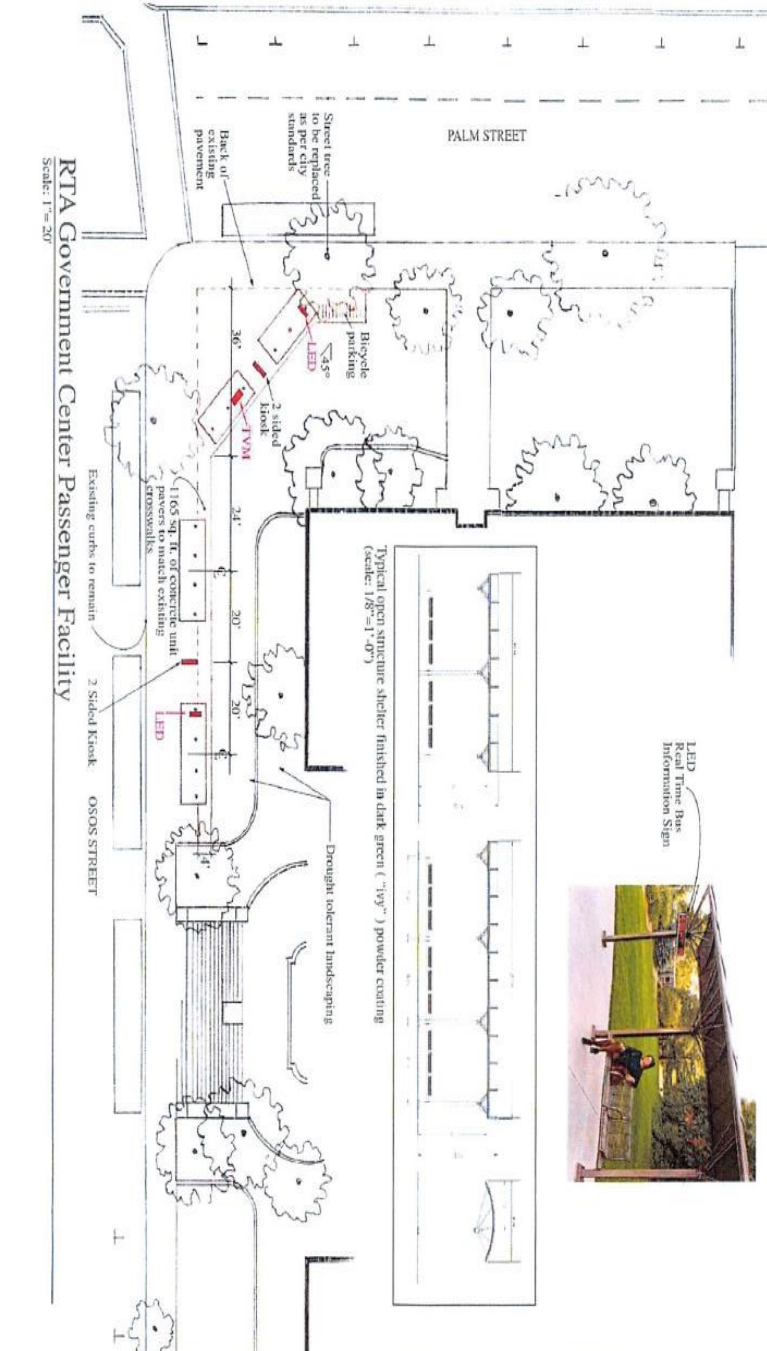
29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (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 San Luis Obispo Regional Transit Authority requests which would cause the San Luis Obispo Regional Transit Authority to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING – This Section Does Not Apply

Appendix B-1: Conceptual Facility Layout Plan



RTA Government Center Passenger Facility
 Scale: 1" = 20'



PERRE RADERMAKER DESIGN
 1798 Camino Sur
 San Luis Obispo, CA 93401
 (805) 781-1111
 www.perre.com

CLIENT
RTA
 REGIONAL RAIL AUTHORITY
 1798 Camino Sur
 San Luis Obispo, CA 93401

PROJECT
 Government Center
 Passenger Facility
 Osos & Palm Street
 San Luis Obispo, CA

SHEET CONTENTS
 Facility Layout

DATE: 02-24-16
SCALE: 1/8" = 1'-0"
PROJECT NO.: 02-14-17
SHEET NO.: 1

Appendix B-2: City Development Approval



Community Development

919 Palm Street, San Luis Obispo, CA 93401-3218

805 781 7170

sluCity.org

September 26, 2017

San Luis Obispo Regional Transit Authority
179 Cross Street
San Luis Obispo, CA 93401

SUBJECT: ARCH-0729-2017 (976 Osos)
Architectural review of proposed changes and expansion of Regional Transit Authority (RTA) transit center, including new canopies, information kiosks, and passenger amenities on Osos Street and Palm Street. The project also includes the removal of two metered street parking spaces along Osos Street, which will be removed to improve access and maneuverability of RTA buses

Dear San Luis Obispo Regional Transit Authority:

On September 26, 2017, I reviewed your plans for proposed upgrades to the Regional Transit Authority (RTA) transit center on Osos Street, which includes new canopies, information kiosk, and other passenger amenities. The project also includes the removal of two metered street parking spaces. I have determined that the project is minor or incidental and will not require review by the Architectural Review Commission. I have approved your plans, based on findings and subject to conditions of approval, as follows:

Findings

1. The project will not be detrimental to the health, safety, and welfare of persons living or working at the site or in the vicinity, because the project consists of upgrades to an existing facility that will improve services to transit customers and maneuverability of RTA buses.
2. The project is consistent with policy 3.1.1 of the General Plan, Circulation Element, which calls for the City to encourage transit accessibility, development, expansion, coordination and marketing throughout San Luis Obispo County to serve a broad range of local and regional transportation needs.
3. The proposed project is consistent with the Design and Development Guidelines for the Downtown (Community Design Guidelines 4.2.E) because the project extends the public sidewalk by providing pedestrian amenities such as ample seating, and provides bicycle parking.

Appendix B-2: City Development Approval (continued)

976 Osos Street
ARCH-0729-2017

Page 2

4. The proposed project is compliant with the Downtown Parking Space Conversion Ordinance Resolution No. 10139 (2009 Series) because the proposed use serves and enhances the public good and provides adequate space for pedestrians while preserving adequate vehicle circulation and parking.
5. The project is categorically exempt under Class 3, New Construction or Conversion of Small Structures, Section 15303 of the CEQA Guidelines because the proposed project consists of construction and location of limited numbers of new, small facilities or structures.

Conditions

Please note the project conditions of approval do not include mandatory code requirements. Code compliance will be verified during the plan check process, which may include additional requirements applicable to your project.

Planning

1. The applicant shall defend, indemnify, and hold harmless the City and/or its agents, officers, and employees from any claim, action, or proceeding against the City and/or its agents, officers, or employees to attack, set aside, void, or annul the approval by the City of this project, and all actions relating thereto, including, but not limited to, environmental review ("Indemnified Claims"). The City shall promptly notify the applicant of any Indemnified Claim upon being presented with the Indemnified Claim and the City shall fully cooperate in the defense against an Indemnified Claim.
2. Final project design and construction drawings shall be in substantial compliance with the project plans. Any change to approved design or other conditions of approval must be approved by the Director or Architectural Review Commission, as deemed appropriate.
3. Plans submitted for a building permit shall call out the colors and materials of all proposed building surfaces and other improvements on elevation drawings.
4. Any proposed exterior lighting shall be shown on plans submitted for a building permit and shall be downward-facing, fully recessed, and shielded to avoid light trespass and adverse impacts to visibility of the night sky, consistent with Chapter 17.23 of the Zoning Regulations.

Public Works

5. An encroachment permit will be required from the Public Works Department for any work or construction staging in the public right-of-way.
6. The encroachment plan submittal shall show the street tree removal and sidewalk installation per city engineering standards. The plan shall show the required replacement street tree planting per the Tree Committee determination for reference.

Appendix B-2: City Development Approval (continued)

976 Osos Street
ARCH-0729-2017
Page 3

7. The proposed 36" box street tree with 3" DBH stem as required by the Tree Committee shall be planted per city engineering standards. The tree species and location shall be review and approved by the City Arborist.

My action is final unless appealed within 10 calendar days of the date of this letter. Anyone may appeal the action by submitting a letter to the Community Development Department within the time specified. The appropriate appeal fee must accompany the appeal documentation. Appeals will be scheduled for the first available Planning Commission meeting date. If an appeal is filed, you will be notified by mail of the date and time of the hearing.

The Community Development Director's approval expires after three years if construction has not started. On request prior to the expiration of the original approval, the Community Development Director may grant a single, one-year extension.

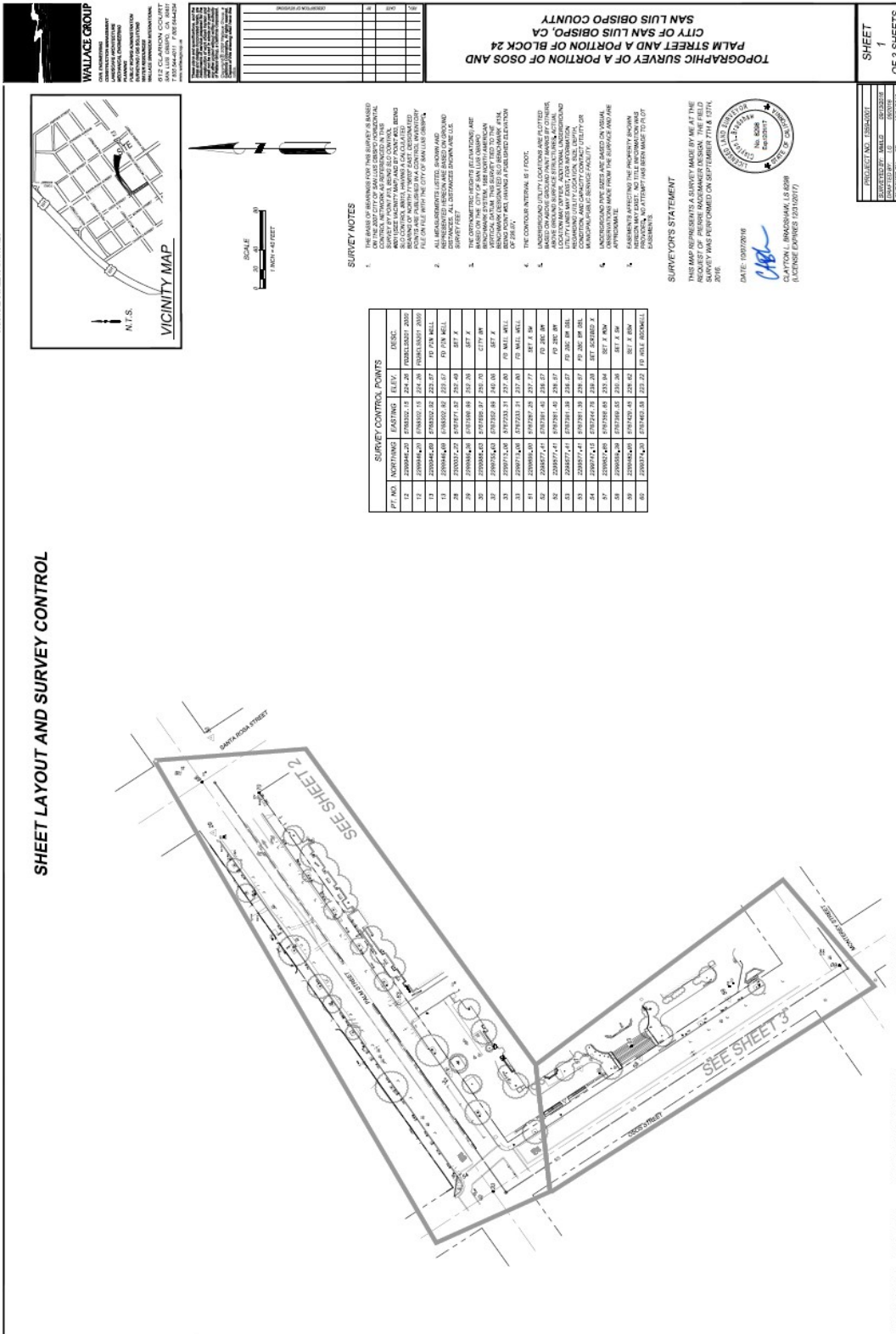
If you have any questions, or if you need additional information, please contact Kyle Van Leeuwen at (805) 781-7091.

Sincerely,

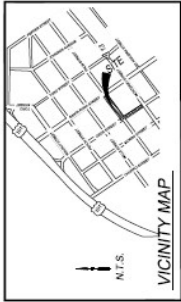


Tyler Corey
Principal Planner
Community Development

Appendix B-3: Site Survey (Osos and Palm Streets)



SHEET LAYOUT AND SURVEY CONTROL



SURVEY NOTES

- THIS MAP SURVEY WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACTS OF 1907 AND 1937, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA.
- ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA.
- THE CONTOUR INTERVAL IS 1 FOOT. THE CONTOUR INTERVAL IS 1 FOOT. THE CONTOUR INTERVAL IS 1 FOOT.
- UNDERGROUND UTILITY LOCATIONS ARE SHOWN AS BASED ON ARCHIVE GROUND PLANS PROVIDED BY THE CITY OF SAN LUIS OBISPO. THE LOCATION OF ANY OTHER UTILITIES IS NOT SHOWN ON THIS MAP. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA.
- UNDERGROUND PIPE SIZES ARE BASED ON THE ARCHIVE GROUND PLANS PROVIDED BY THE CITY OF SAN LUIS OBISPO. THE LOCATION OF ANY OTHER UTILITIES IS NOT SHOWN ON THIS MAP. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA.
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POINT NO.	NORTHING	EASTING	ELEV.	DESCR.
1	209984.20	159729.25	225.77	10' W. MALL
2	209984.20	159729.25	225.77	10' W. MALL
3	209984.20	159729.25	225.77	10' W. MALL
4	209984.20	159729.25	225.77	10' W. MALL
5	209984.20	159729.25	225.77	10' W. MALL
6	209984.20	159729.25	225.77	10' W. MALL
7	209984.20	159729.25	225.77	10' W. MALL
8	209984.20	159729.25	225.77	10' W. MALL
9	209984.20	159729.25	225.77	10' W. MALL
10	209984.20	159729.25	225.77	10' W. MALL
11	209984.20	159729.25	225.77	10' W. MALL
12	209984.20	159729.25	225.77	10' W. MALL
13	209984.20	159729.25	225.77	10' W. MALL
14	209984.20	159729.25	225.77	10' W. MALL
15	209984.20	159729.25	225.77	10' W. MALL
16	209984.20	159729.25	225.77	10' W. MALL
17	209984.20	159729.25	225.77	10' W. MALL
18	209984.20	159729.25	225.77	10' W. MALL
19	209984.20	159729.25	225.77	10' W. MALL
20	209984.20	159729.25	225.77	10' W. MALL
21	209984.20	159729.25	225.77	10' W. MALL
22	209984.20	159729.25	225.77	10' W. MALL
23	209984.20	159729.25	225.77	10' W. MALL
24	209984.20	159729.25	225.77	10' W. MALL
25	209984.20	159729.25	225.77	10' W. MALL
26	209984.20	159729.25	225.77	10' W. MALL
27	209984.20	159729.25	225.77	10' W. MALL
28	209984.20	159729.25	225.77	10' W. MALL
29	209984.20	159729.25	225.77	10' W. MALL
30	209984.20	159729.25	225.77	10' W. MALL
31	209984.20	159729.25	225.77	10' W. MALL
32	209984.20	159729.25	225.77	10' W. MALL
33	209984.20	159729.25	225.77	10' W. MALL
34	209984.20	159729.25	225.77	10' W. MALL
35	209984.20	159729.25	225.77	10' W. MALL
36	209984.20	159729.25	225.77	10' W. MALL
37	209984.20	159729.25	225.77	10' W. MALL
38	209984.20	159729.25	225.77	10' W. MALL
39	209984.20	159729.25	225.77	10' W. MALL
40	209984.20	159729.25	225.77	10' W. MALL
41	209984.20	159729.25	225.77	10' W. MALL
42	209984.20	159729.25	225.77	10' W. MALL
43	209984.20	159729.25	225.77	10' W. MALL
44	209984.20	159729.25	225.77	10' W. MALL
45	209984.20	159729.25	225.77	10' W. MALL
46	209984.20	159729.25	225.77	10' W. MALL
47	209984.20	159729.25	225.77	10' W. MALL
48	209984.20	159729.25	225.77	10' W. MALL
49	209984.20	159729.25	225.77	10' W. MALL
50	209984.20	159729.25	225.77	10' W. MALL

SURVEYOR'S STATEMENT

THIS MAP SURVEY WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACTS OF 1907 AND 1937, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF THE STATE OF CALIFORNIA.

DATE: 09/07/2016
 C. PALMISTO
 LICENSE EXPIRES 02/01/2017

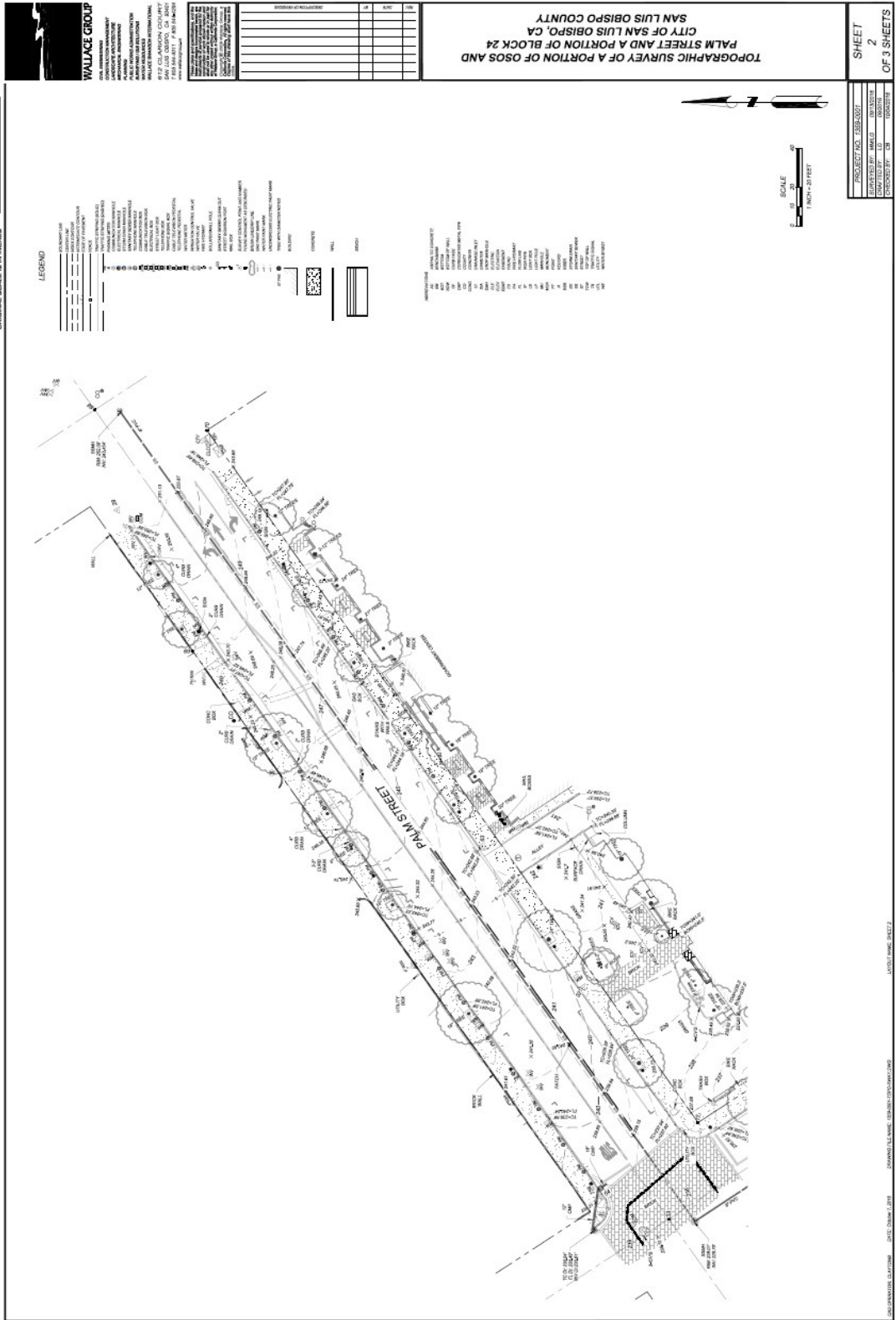


APPROVED BY:	DATE:
PROJECT NO.:	DATE:
SCALE:	DATE:
CHECKED BY:	DATE:

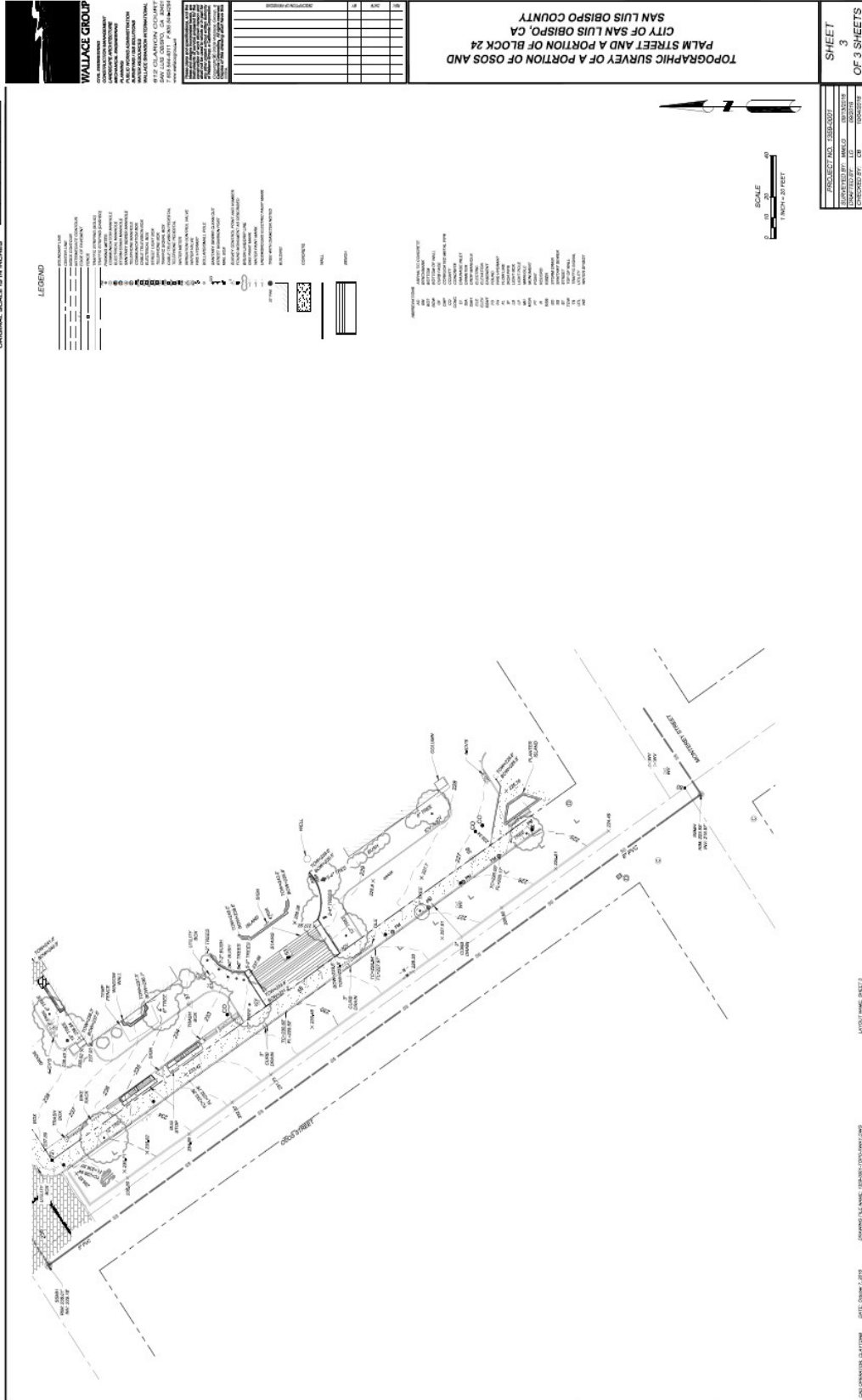
SHEET 1 OF 3 SHEETS

TOPOGRAPHIC SURVEY OF A PORTION OF OSOS AND PALM STREET AND A PORTION OF BLOCK 24
 CITY OF SAN LUIS OBISPO, CA
 SAN LUIS OBISPO COUNTY

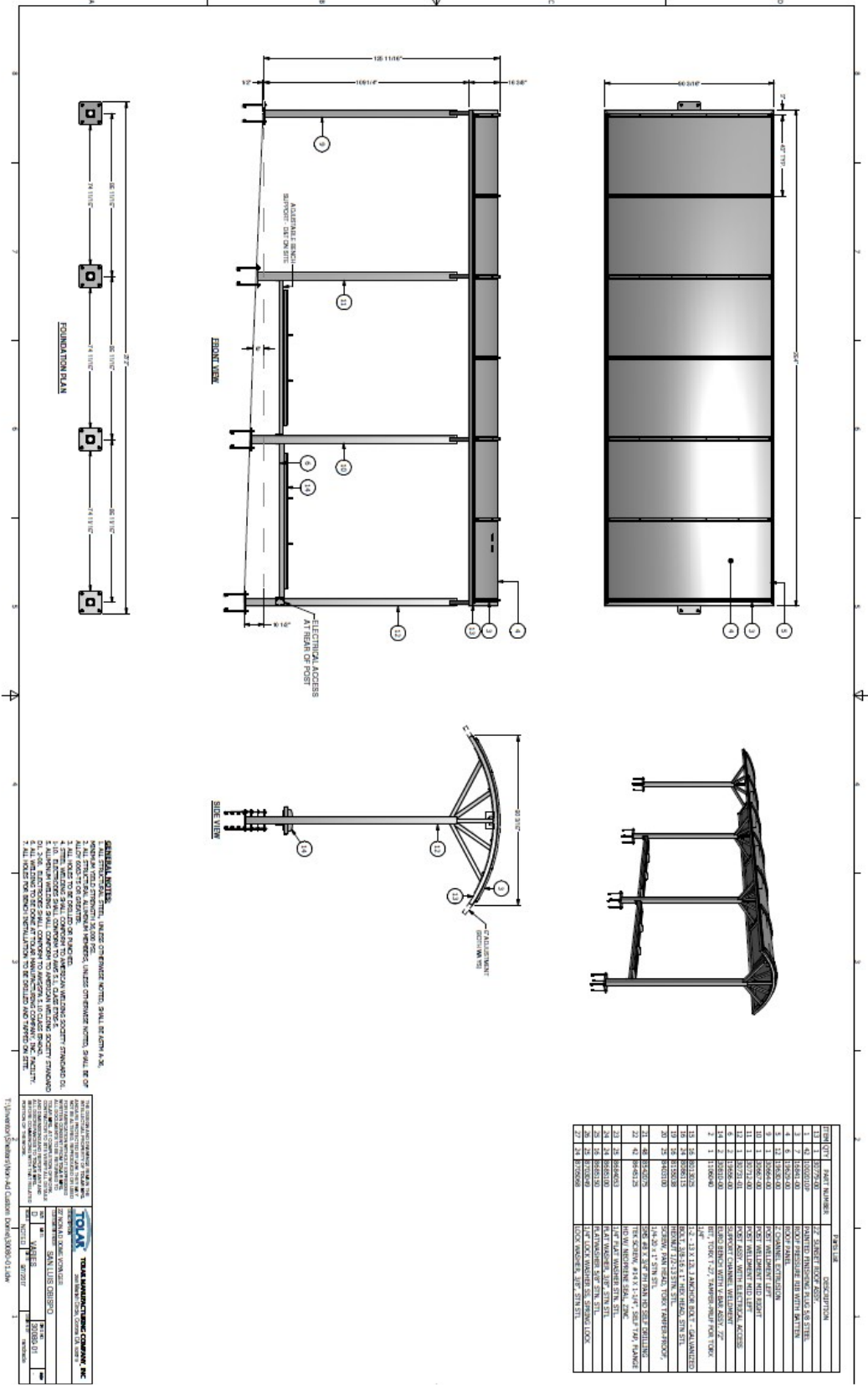
Appendix B-3: Site Survey (Osos and Palm Streets; continued)



Appendix B-3: Site Survey (Osos and Palm Streets; continued)

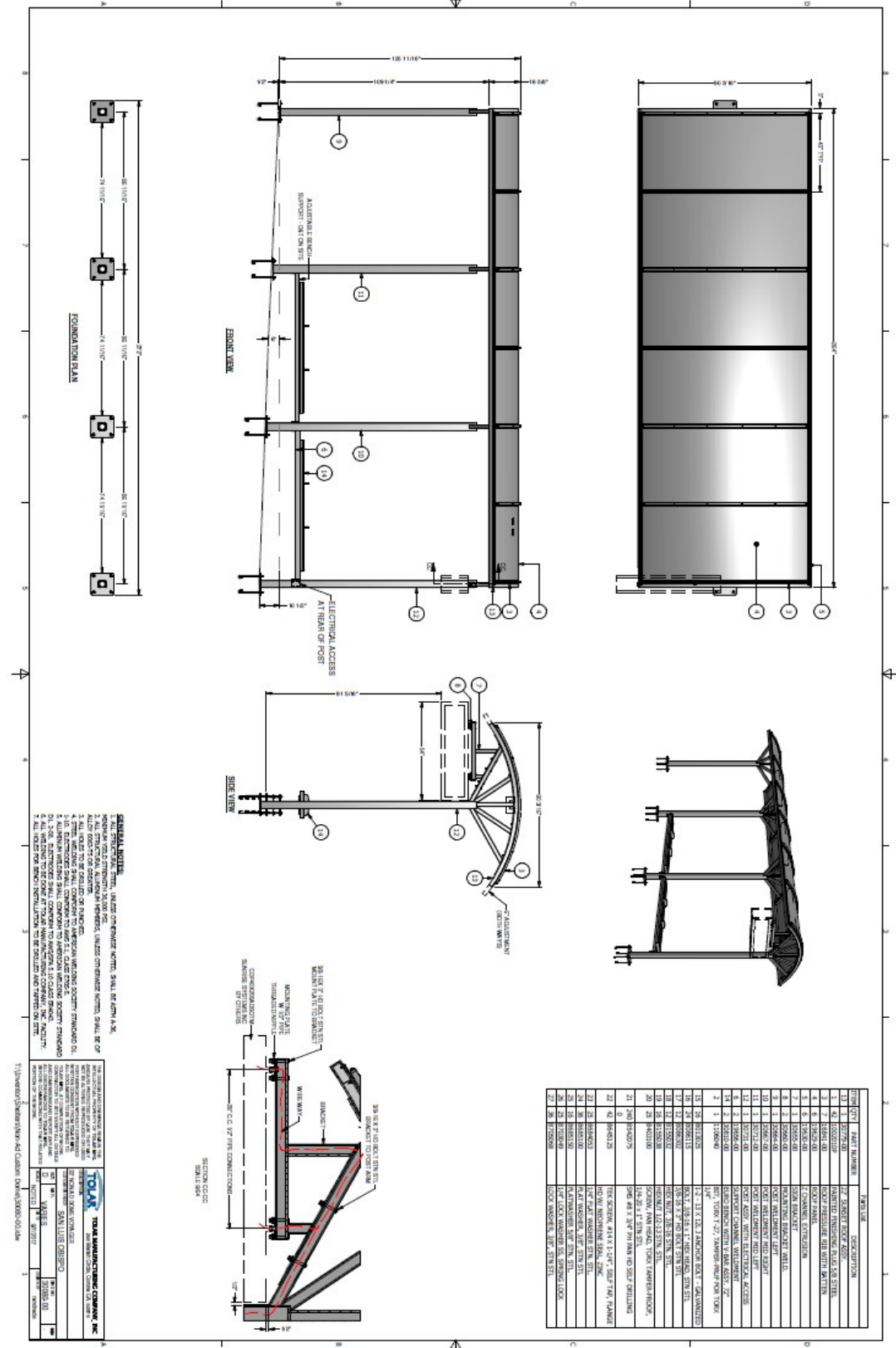


Appendix B-4: Shelter Diagrams (large shelter w/o LED sign)



ITEM NO.	ITEM NAME	DESCRIPTION
1	FRONT PANEL	FRONT PANEL WITH BENCH
2	FRONT PANEL	FRONT PANEL WITH BENCH
3	FRONT PANEL	FRONT PANEL WITH BENCH
4	FRONT PANEL	FRONT PANEL WITH BENCH
5	FRONT PANEL	FRONT PANEL WITH BENCH
6	FRONT PANEL	FRONT PANEL WITH BENCH
7	FRONT PANEL	FRONT PANEL WITH BENCH
8	FRONT PANEL	FRONT PANEL WITH BENCH
9	FRONT PANEL	FRONT PANEL WITH BENCH
10	FRONT PANEL	FRONT PANEL WITH BENCH
11	FRONT PANEL	FRONT PANEL WITH BENCH
12	FRONT PANEL	FRONT PANEL WITH BENCH
13	FRONT PANEL	FRONT PANEL WITH BENCH
14	FRONT PANEL	FRONT PANEL WITH BENCH
15	FRONT PANEL	FRONT PANEL WITH BENCH
16	FRONT PANEL	FRONT PANEL WITH BENCH
17	FRONT PANEL	FRONT PANEL WITH BENCH
18	FRONT PANEL	FRONT PANEL WITH BENCH
19	FRONT PANEL	FRONT PANEL WITH BENCH
20	FRONT PANEL	FRONT PANEL WITH BENCH
21	FRONT PANEL	FRONT PANEL WITH BENCH
22	FRONT PANEL	FRONT PANEL WITH BENCH
23	FRONT PANEL	FRONT PANEL WITH BENCH

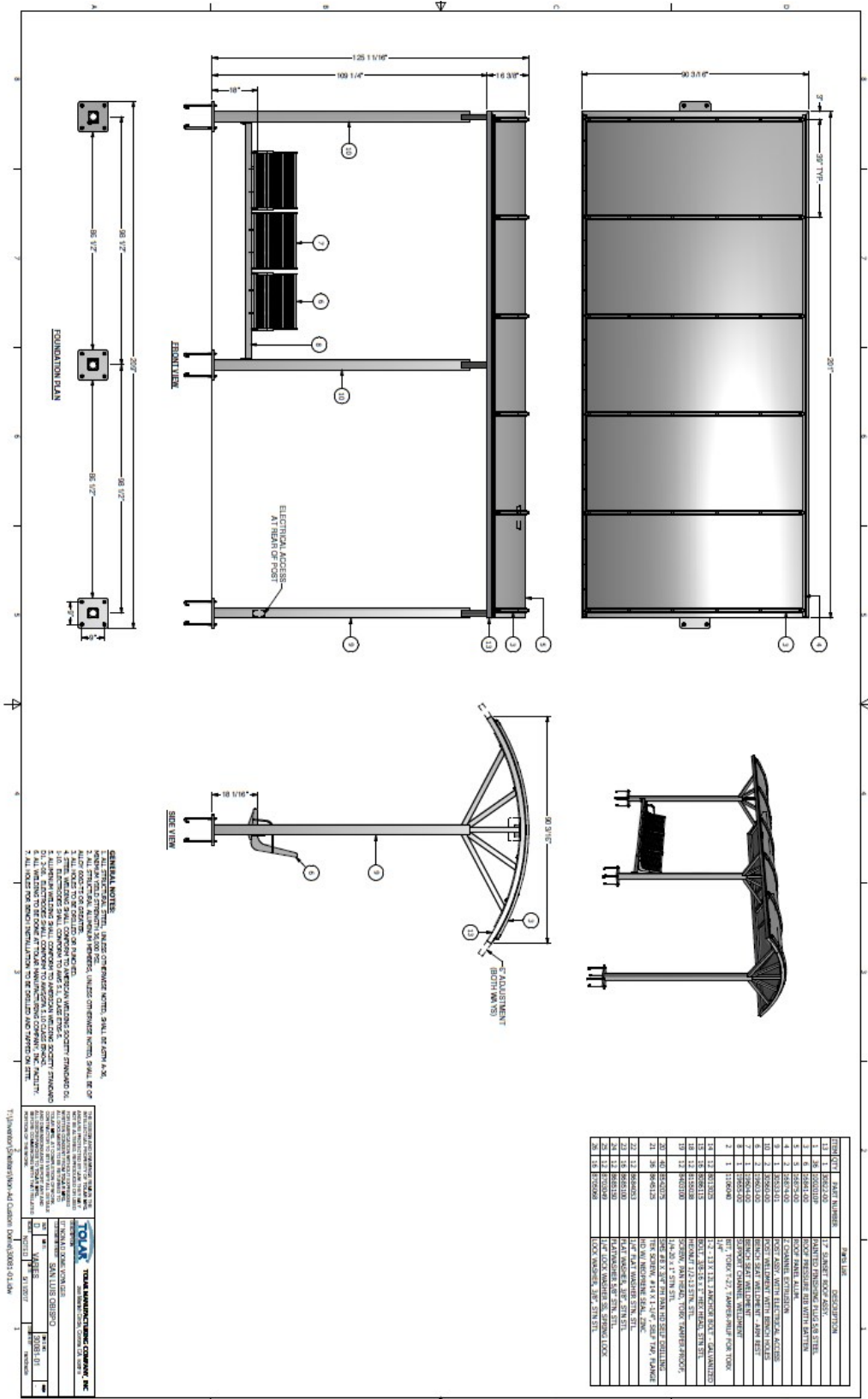
Appendix B-4: Shelter Diagrams (continued; large shelter with LED sign)



ITEM NO.	ITEM NUMBER	DESCRIPTION
1	20'x30'x10'	20'x30'x10' SHED ROOF
2	20'x30'x10'	20'x30'x10' SHED ROOF
3	20'x30'x10'	20'x30'x10' SHED ROOF
4	20'x30'x10'	20'x30'x10' SHED ROOF
5	20'x30'x10'	20'x30'x10' SHED ROOF
6	20'x30'x10'	20'x30'x10' SHED ROOF
7	20'x30'x10'	20'x30'x10' SHED ROOF
8	20'x30'x10'	20'x30'x10' SHED ROOF
9	20'x30'x10'	20'x30'x10' SHED ROOF
10	20'x30'x10'	20'x30'x10' SHED ROOF
11	20'x30'x10'	20'x30'x10' SHED ROOF
12	20'x30'x10'	20'x30'x10' SHED ROOF
13	20'x30'x10'	20'x30'x10' SHED ROOF
14	20'x30'x10'	20'x30'x10' SHED ROOF
15	20'x30'x10'	20'x30'x10' SHED ROOF
16	20'x30'x10'	20'x30'x10' SHED ROOF
17	20'x30'x10'	20'x30'x10' SHED ROOF
18	20'x30'x10'	20'x30'x10' SHED ROOF
19	20'x30'x10'	20'x30'x10' SHED ROOF
20	20'x30'x10'	20'x30'x10' SHED ROOF
21	20'x30'x10'	20'x30'x10' SHED ROOF
22	20'x30'x10'	20'x30'x10' SHED ROOF
23	20'x30'x10'	20'x30'x10' SHED ROOF
24	20'x30'x10'	20'x30'x10' SHED ROOF
25	20'x30'x10'	20'x30'x10' SHED ROOF
26	20'x30'x10'	20'x30'x10' SHED ROOF
27	20'x30'x10'	20'x30'x10' SHED ROOF
28	20'x30'x10'	20'x30'x10' SHED ROOF
29	20'x30'x10'	20'x30'x10' SHED ROOF
30	20'x30'x10'	20'x30'x10' SHED ROOF

TOTAL MATERIALS COMPANY, INC.
 11310 Highway 200, Houston, TX 77058
 (281) 486-1111
 www.totalmaterials.com

Appendix B-4: Shelter Diagrams (continued; small shelter without LED sign)



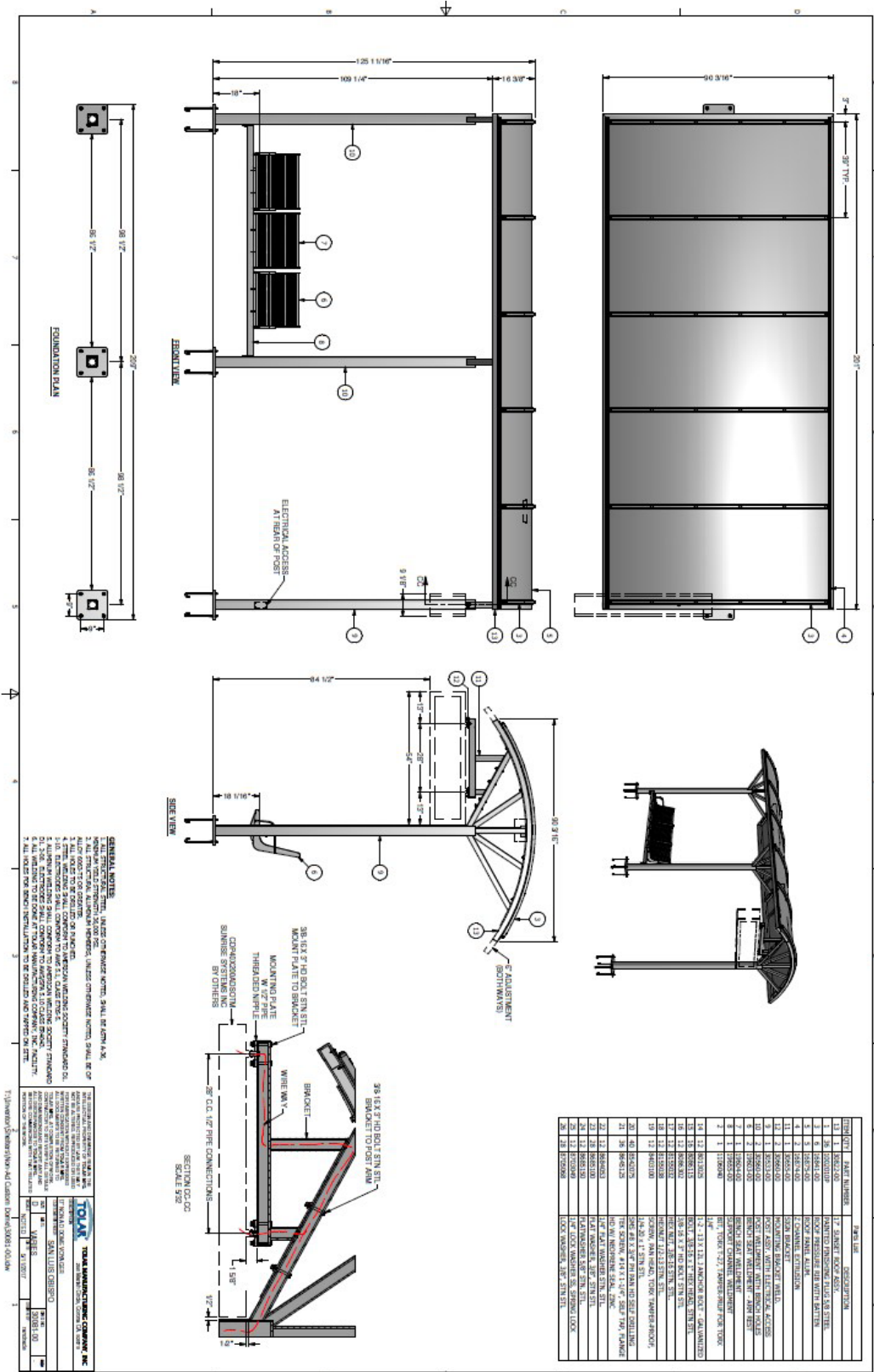
GENERAL NOTES:

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED, SHALL BE GIVEN IN INCHES.
2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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11. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
13. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
14. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

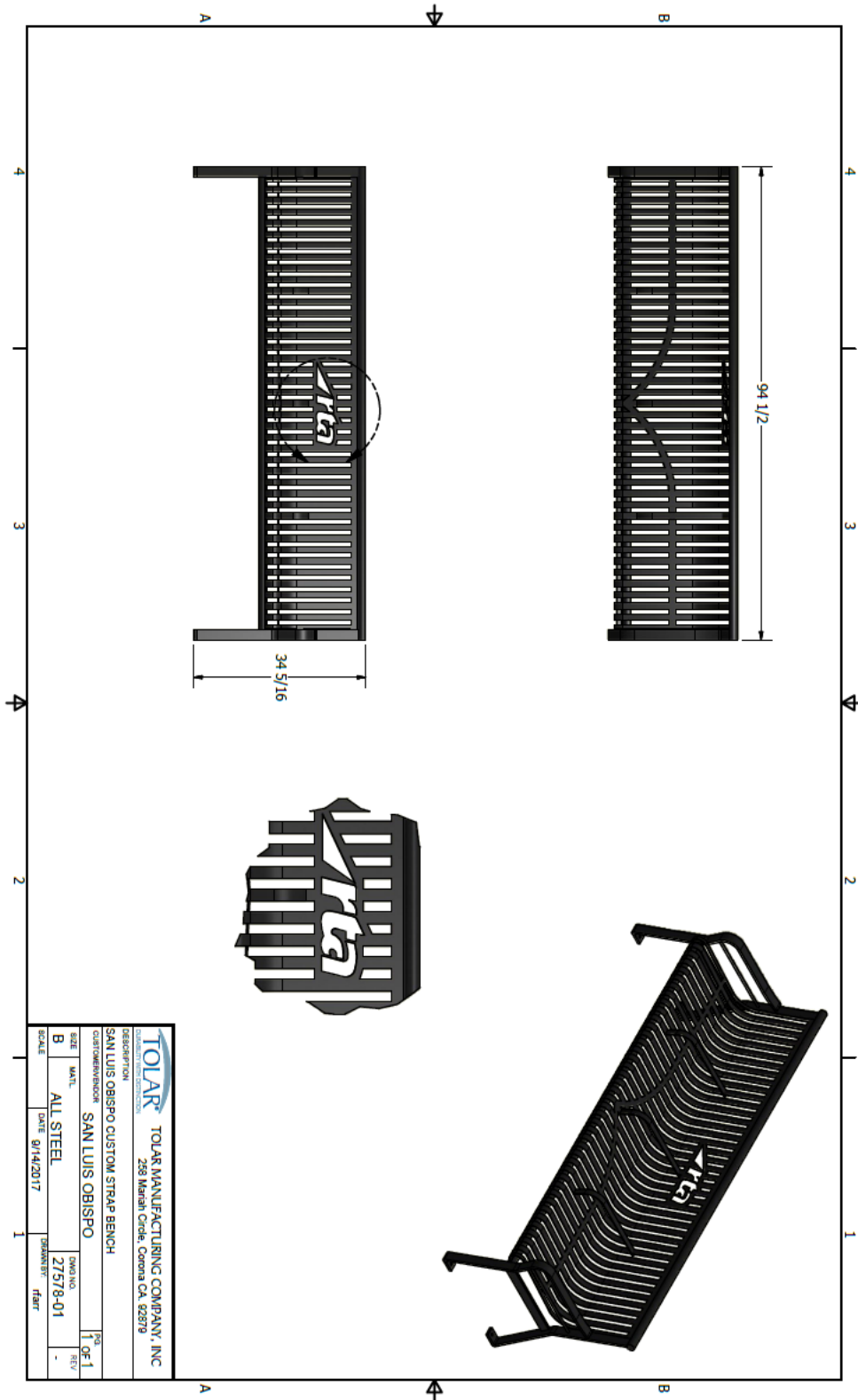
ITEM NO.	QUANTITY	DESCRIPTION
1	1	SHelter
2	1	Roof
3	1	Door
4	1	Foundation
5	1	Roof Support
6	1	Roof Support
7	1	Roof Support
8	1	Roof Support
9	1	Roof Support
10	1	Roof Support
11	1	Roof Support
12	1	Roof Support
13	1	Roof Support
14	1	Roof Support

ITEM NO.	QUANTITY	DESCRIPTION
15	1	Roof Support
16	1	Roof Support
17	1	Roof Support
18	1	Roof Support
19	1	Roof Support
20	1	Roof Support
21	1	Roof Support
22	1	Roof Support
23	1	Roof Support
24	1	Roof Support
25	1	Roof Support
26	1	Roof Support
27	1	Roof Support
28	1	Roof Support
29	1	Roof Support
30	1	Roof Support

Appendix B-4: Shelter Diagrams (continued; small shelter with LED sign)

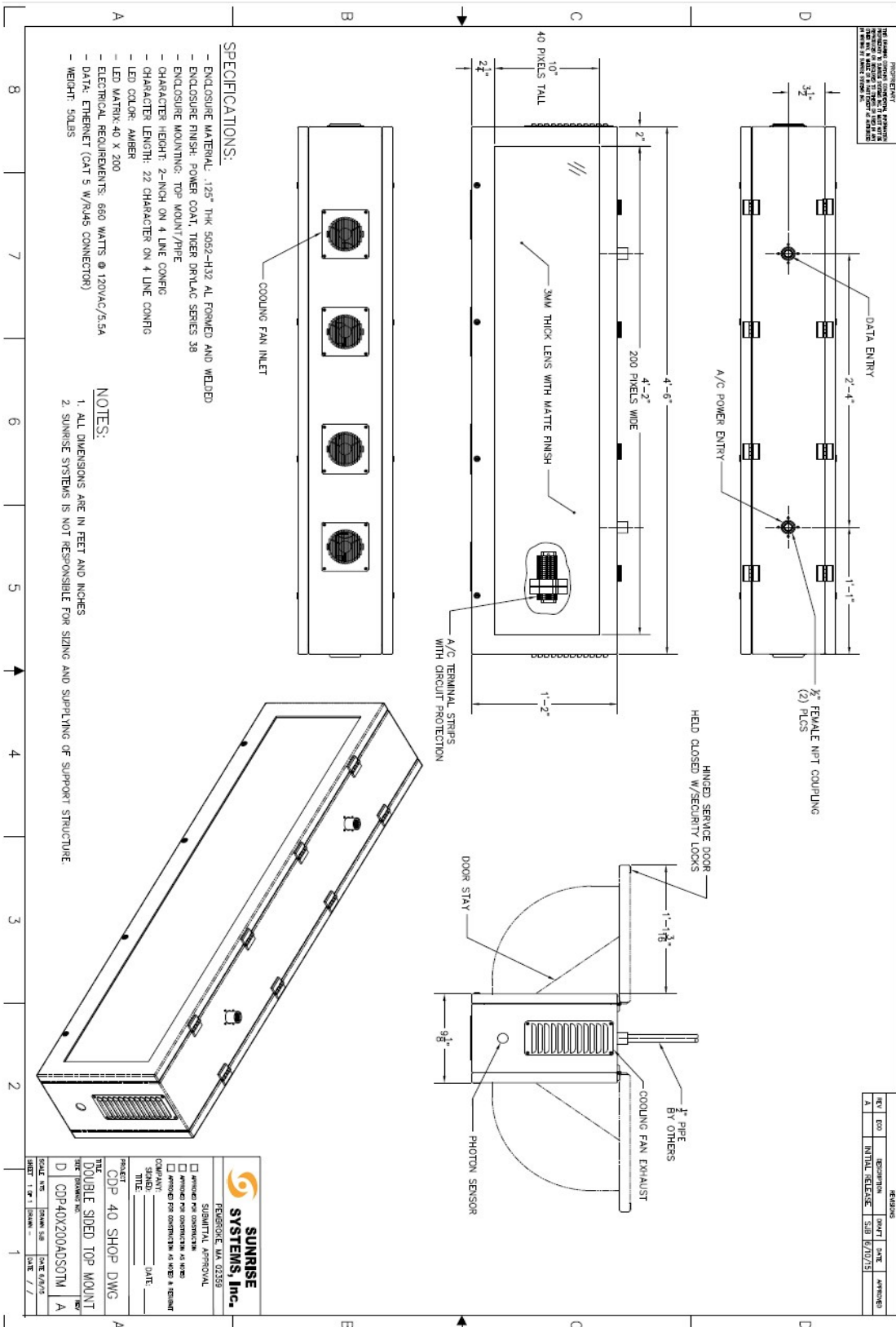


Appendix B-5: Bench Diagram

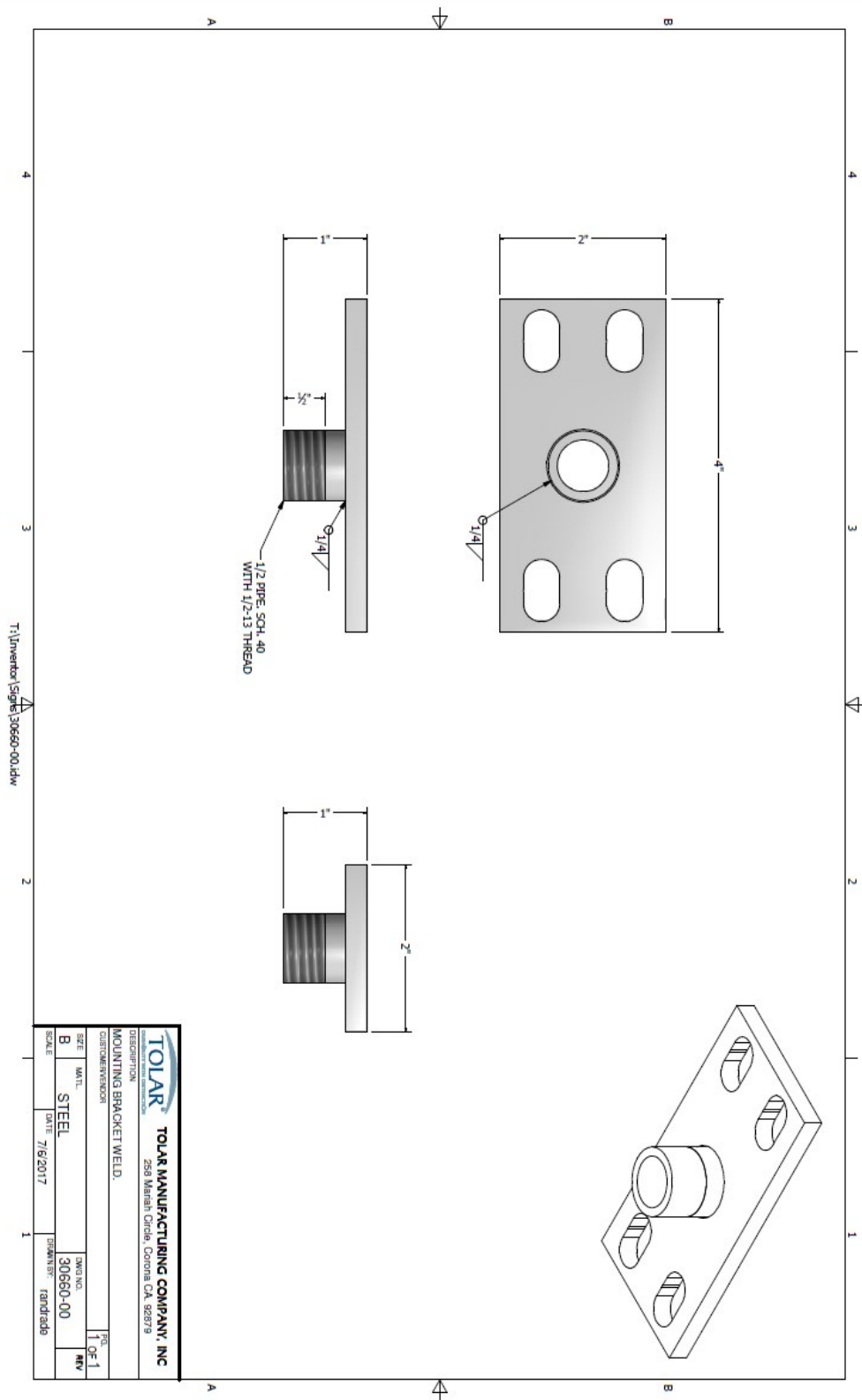


Note: actual benches do not include RTA logo.

Appendix B-6: Electronic Sign Product Information



Appendix B-6: Electronic Sign Product Information (continued)



Appendix B-7: TVM Installation Guidelines

2.1 Select and Prepare Site

NOTICE: The TVM III equipment must be mounted directly and permanently on a non-combustible surface.

When choosing the TVM site, first review the machine's dimensions in Figure 2-1. The TVM must be installed on a level floor surface capable of supporting a load of at least 20 pounds per square inch. Shims may be used as necessary for level installation. It is recommended shimming not exceed 1/2" height. Heights greater than recommended may be acceptable at a single point. GFI will inspect locations proposed for TVM installation and advise the agency of any required site modifications prior to installation. Customer is responsible for the indicated site modifications and for providing power and data communications lines – GFI will make final hookups unless other arrangements have been made. Position the TVM so that doors can open fully, providing unimpeded access to the TVM interior. Before permanent installation is made, try out the site by testing. To do so, move the TVM to the site and make sure the TVM door can be opened with enough clearance for proper ventilation (minimum 6") as in Figure 2-3.

Although the TVM can be installed in any environment, GFI recommends an agency-provided canopy or shelter in outdoor locations to protect customers and service personnel from the elements. The TVM display has been designed to remain legible in bright sunlight. Nonetheless, for optimal readability, it is advisable to position the TVM so that it faces north or south rather than east or west to minimize glare.

TVM INSTALLATION SPECIFICATIONS & CLEARANCES	
Item	Specification
TVM dimensions	71" high x 31" wide x 20" deep (24" deep including washlight)
TVM weight	680-700 lbs.
TVM floor load	Floor must support 20 lbs./sq. in. minimum
Door swing clearance	30" radius through 120° arc
Electrical	115 VAC 30A maximum electrical service. Wiring to the TVM equipment shall be 3 conductors #10 awg or larger depending on the length of the run. Recommended colors – black, white and green.
Communications options	Ethernet or other TCP/IP-based network via copper or fiber optic cabling (preferred); cellular modem (agency must contract with cellular carrier).

Appendix B-7: TVM Installation Guidelines (continued)

GFI VENDSTAR III TICKET VENDING MACHINE

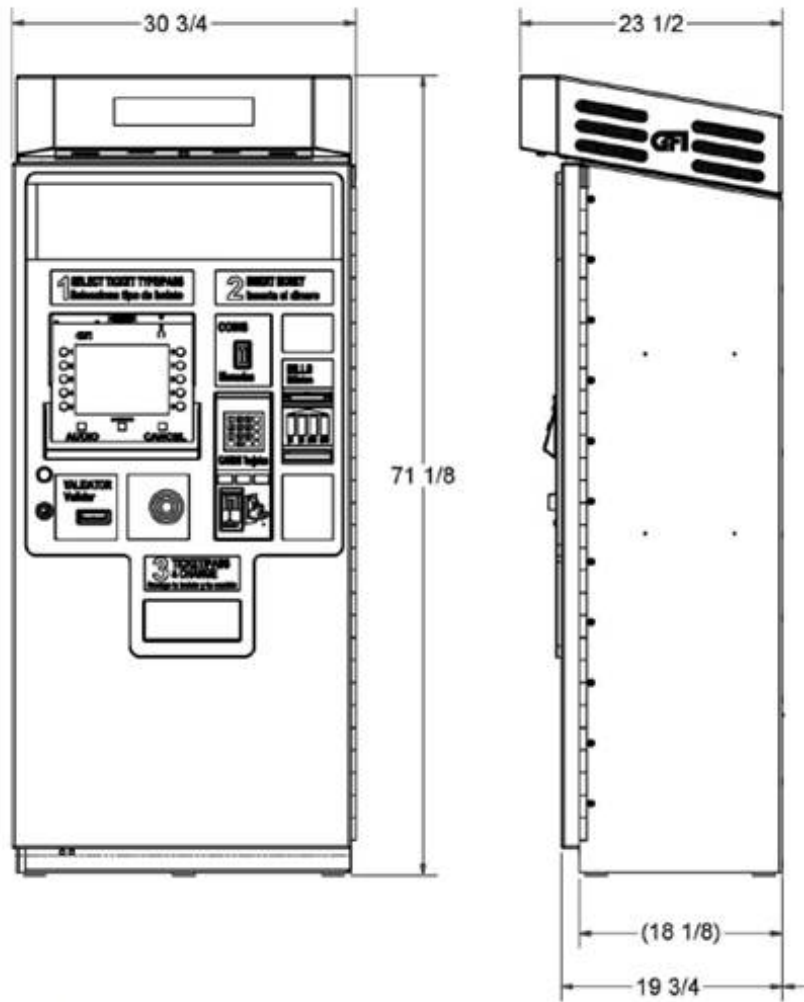


Figure 2-1. Vendstar III dimensions

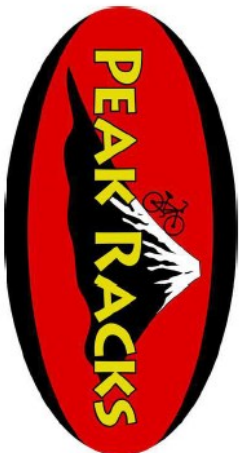
Appendix B-9: Peak Bike Rack Information



Here at Peak Racks, functionality, quality and customer service come first. We offer high quality racks made with 95% recycled materials. Specifically designed for **space efficiency**. Peak Racks patented Tangle-Free bicycle racks are vertically staggered to eliminate handle bar tanglers and to optimize limited space. The Vertical Stagger also allows all slots in the rack to be used simultaneously.

Peak Racks offer **excellent security** by allowing the frame and wheel of each bike to be locked with a U-lock or cable lock. To ensure your satisfaction, Peak Racks also offers **area survey** and **site design services**. Available in configurations from 1 to 8-bike slots, Peak Racks fit all bike sizes. Our talented staff has years of experience with design and layout of bike parking facilities and would be happy to help you solve your bike parking needs.

Call (805) 235-8812
for Site Design and
Consultation



Rack Prices

All racks are available with a galvanized or a protective powdercoat finish with various color options

Coating Option	\$/Bike Slot
Hot Dipped Galvanized	\$75
Powdercoat Finish	\$85
Powdercoat with Clear Coat	\$95

Campus Racks

Home Racks
(lightweight steel)
\$50/Bike Slot

Custom Racks
Call for pricing

Install Peak Racks and save valuable space:

(805) 235-8812
www.PeakRacks.com
info@peakracks.com

The Next Generation in Bicycle Parking



Single-Sided Campus Rack



Appendix B-9: Peak Bike Rack Information (continued)

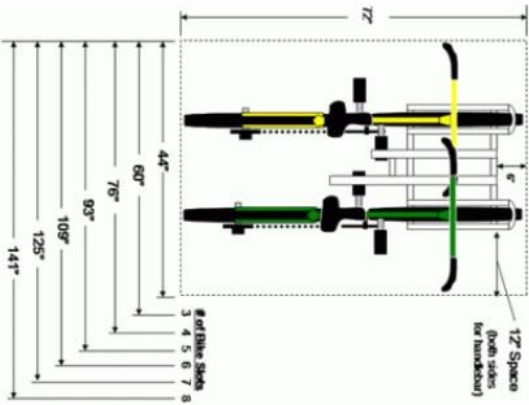


Single-Sided Rack

Patented TANGLE-FREE design allows for more bikes in less space with a clean and organized look. These racks are designed and built by cyclists for cyclists to encourage bicycle riding.

Peak Racks

Minimum Footprint Requirement



Product Features



- **No handlebar tangles**— Peak Racks incorporates a vertically staggered design that offsets every other bicycle to eliminate handle bar tangles and achieve dense parking. This design makes Peak Racks the most functional and efficient bike parking rack available. Bikes can be inserted into an empty space between bikes without hassle.
- **Universal Bicycle Parking**— All types and sizes of bikes will fit securely in Peak Racks.
- **Minimum space requirement**— Vertically staggered design allows for tighter parking density thus taking up less space.
- **Two free hands locking**— Rack safely and securely holds your bicycle upright while you have two hands free to attach a locking device. Bikes won't fall and scratch paint!
- **Free standing design**— Rack will function perfectly well without having to be attached or secured to the ground. For security, rack should be bolted but only 6 fasteners per 8 bikes are required.
- **Easy to install after flatwork**— Design doesn't require installation during construction and can easily be added afterwards.
- **Tamper resistant, removable fastening**— Special stainless steel, tamper-proof fasteners are available in addition to our standard galvanized mounting hardware.



The Locking Bar

The locking bar is precisely located so that the bicycle wheel, the frame and the locking bar meet for easy and secure locking.

- No more having to bend over or lean into tight spaces.
- Allows for a small diameter U-lock or cable lock.



Additional information is available at: <http://peakracks.com/>

Appendix B-10: Street Tree Removal Authorization



Public Works - Urban Forestry

25 Prado Road, San Luis Obispo, CA 93401-3218
805.781.7220
slocity.org

August 29, 2017

County of San Luis Obispo
Real Property
1087 Santa Rosa St.
San Luis Obispo, CA 93408

Your application for tree removal at **976 Osos St.** has been reviewed by the City of San Luis Obispo Tree Committee. After careful consideration of the facts provided by you and an on-site inspection of the tree(s), the Committee members have voted to **approve** your request for **removal of the *Melaleuca alternifolia* tree**. The "Public Notice" must remain up for ten (10) days to allow members of the public to appeal the Committee's decision to the City Council. After this posting period, if no appeal is filed, a tree removal permit will be issued. The cost of the permit is **\$81.00**, payable with cash or check only. You will need to call 781-7220 to arrange to pick up and sign for the permit.

If an appeal is received, the City Council will hold a public hearing on the appeal within 45 calendar days of receipt of the appeal. You will be notified both of the appeal and of the subsequent meeting by the City Council.

Please note that you are required to plant (1) 36" box size replacement Street tree with 3" DBH stem as noted on your permit.

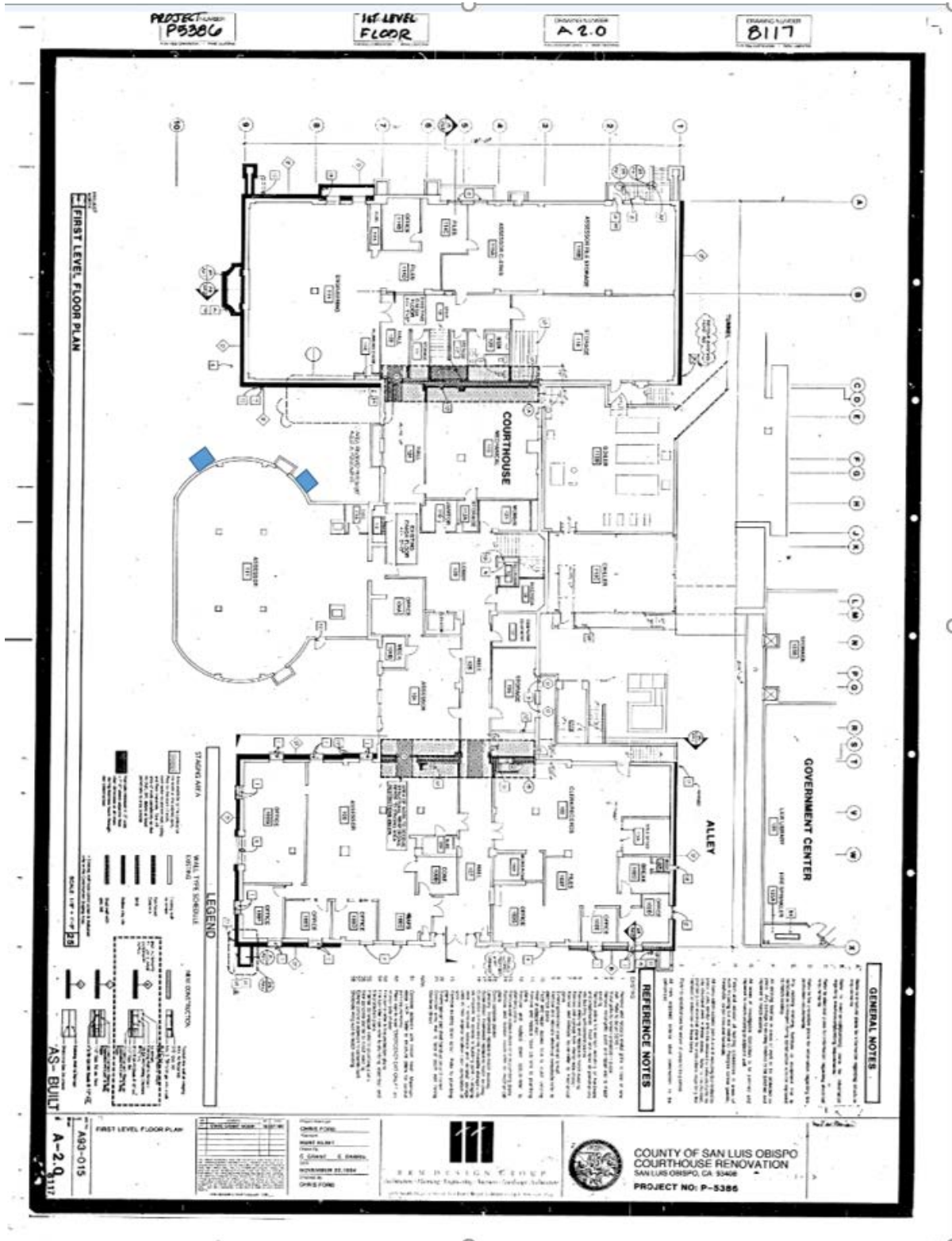
If you have any questions regarding this process, you may contact Ron Combs at (805) 781-7023, Monday through Thursday.

Respectfully,

A handwritten signature in cursive script, appearing to read "Ron Combs".

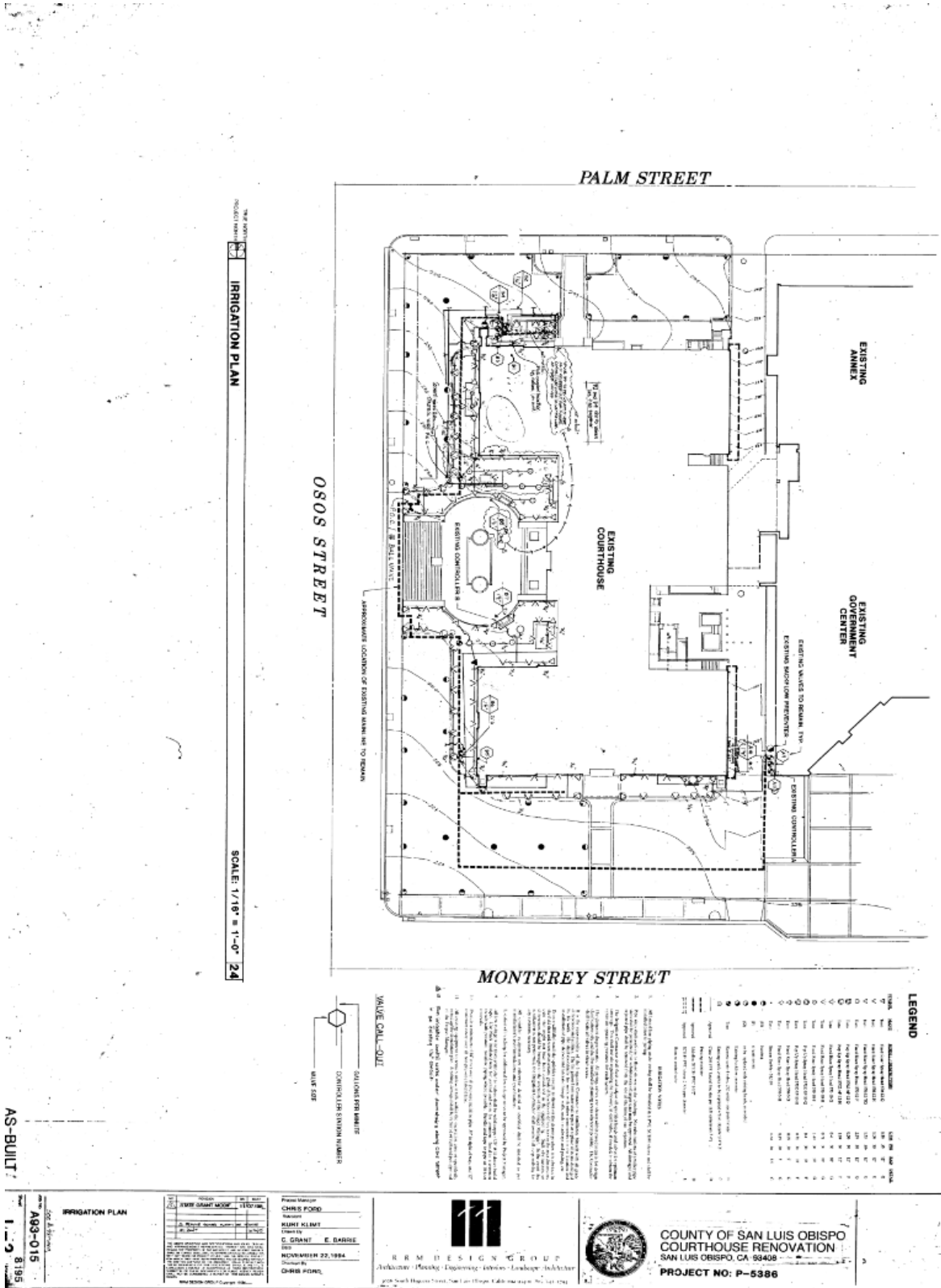
Ron Combs
City Arborist - Urban Forester

Appendix B-11: County Structure As-Built Plans

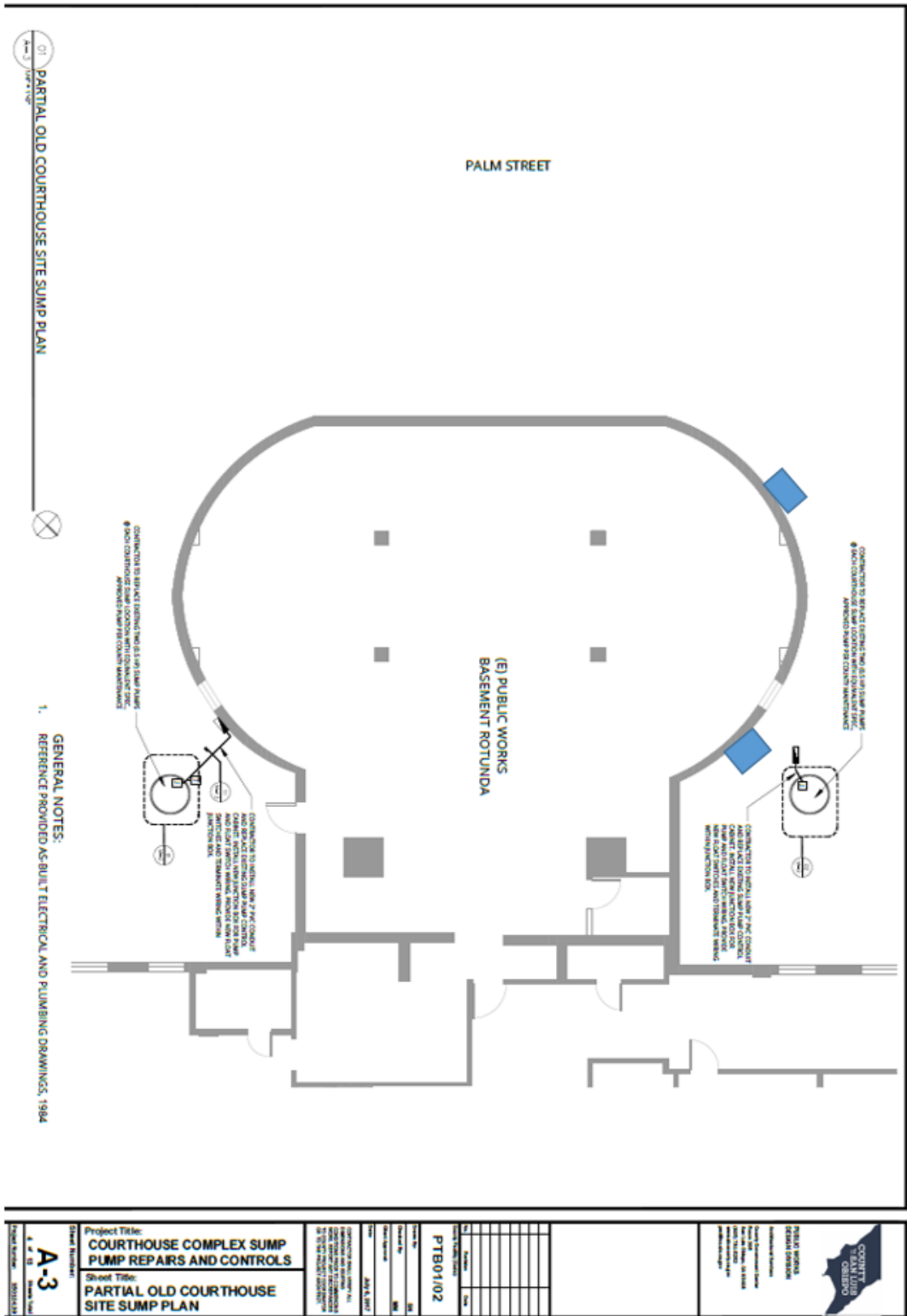



Note: Blue rectangle denotes potential exterior electrical connection point

Appendix B-11: County Structure As-Built Plans (continued)



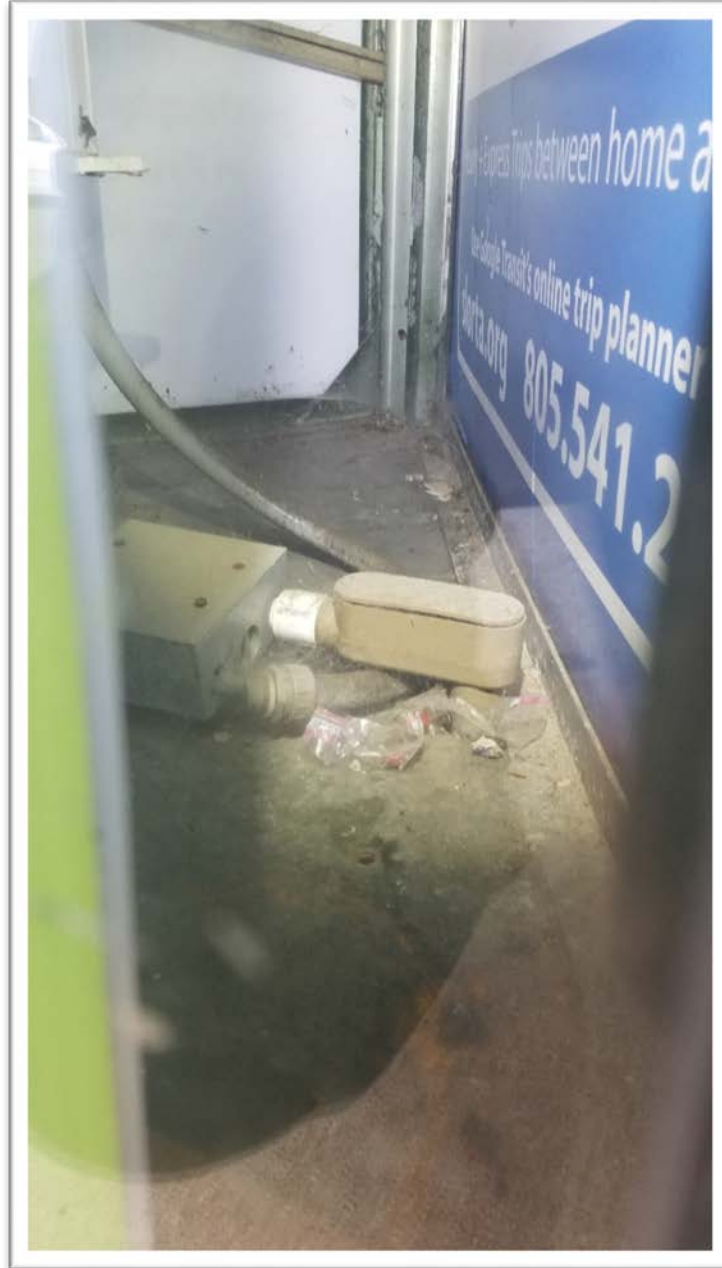
Appendix B-12: Diagram of Electrical Connection at County Building



Blue rectangle  denotes potential exterior electrical connection point

Note:

Appendix B-13: Picture of Existing Power Supply in Display Case



Note: this is the only location at the Transit center that currently uses electric current; all other existing amenities are solar powered.