

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA #: *C-1

AGENDA DATE: July 19, 2016

SUBJECT:

Approval to Amend the Agreement for Transit Contractor Services with Storer Transit Systems, Incorporated to Provide Transit Services Through June 30, 2019, for Stanislaus Regional Transit

BOARD ACTION AS FOLLOWS:

No. 2016-372

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: DeMartini

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

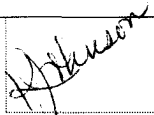
File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

Urgent

Routine



BOARD AGENDA #: *C-1

AGENDA DATE: July 19, 2016

CEO CONCURRENCE: _____

4/5 Vote Required: Yes No

SUBJECT:

Approval to Amend the Agreement for Transit Contractor Services with Storer Transit Systems, Incorporated to Provide Transit Services Through June 30, 2019, for Stanislaus Regional Transit

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 1 to the Agreement for Transit Contractor Services (Agreement) with Storer Transit Systems, Incorporated to include additional transit services for the Americans with Disabilities Act Complementary Paratransit and Commuter Express Bus services.

2. Authorize the Director of Public Works to execute the amendment with Storer Transit Systems, Incorporated in the amount of \$5,343,759 and execute all necessary documents.

DISCUSSION:

On April 8, 2014, the Stanislaus County Board of Supervisors awarded a five-year transit operations services contract for \$20,178,315 to Storer Transit Systems, Incorporated for operation of the County's fixed route, deviated fixed route, Dial-A-Ride, and shuttles as well as the non-emergency medical transportation service for residents to Bay Area medical facilities. The current contract will expire June 30, 2019.

In Fiscal Year (FY) 2012-2013, the Transit Division was notified by the Federal Transit Administration that due to the County's 2010 Census results, Stanislaus Regional Transit (StaRT) was reclassified from a rural transit system to a small urban transit system. As a result, part of StaRT's service area including the Cities of Riverbank, Oakdale, Hughson, and the unincorporated community of Keyes was absorbed into the Modesto Urbanized Area. As part of the reclassification in the County's service area, StaRT is required to provide the Americans with Disabilities Act (ADA) Complementary Paratransit Service in its service area. StaRT has acquired the specialized vehicles, and will provide ADA Complementary Paratransit Service beginning in FY 2016-2017.

In addition to ADA Complementary Paratransit Service, and as part of the planned service improvements, StaRT will implement a new commuter express bus service from Stanislaus County to the Dublin Bay Area Rapid Transit (BART) Station in FY 2016-2017. As a result of the additional transit services to be implemented in FY 2016-2017, a contract amendment is required to increase the total compensation of the contract from \$20,178,315 to \$25,522,074.

Approval to Amend the Agreement for Transit Contractor Services with Storer Transit Systems, Incorporated to Provide Transit Services Through June 30, 2019, for Stanislaus Regional Transit

The contract amendment will cover operating costs for the ADA Complementary Paratransit and Commuter Express Bus Services for the remaining three years of the Agreement. Given the need to implement the additional transit service in FY 2016-2017, staff recommends the Board of Supervisors approve amending the Agreement.

The additional total operating cost to implement the ADA Complementary Paratransit and Commuter Express Bus Service is estimated to be \$5,343,759. The new ADA Complementary Paratransit Service will be funded using Federal Transit Administration (FTA) Section 5307 Federal Transit Funds apportioned to Stanislaus County as part of the apportionment to the Modesto Urbanized Area in addition to using Local Transportation Funds (LTF) funding.

The commuter express bus service will also be funded with LTF funding. Beginning in Fiscal Year 2016-2017, the commuter express bus service will be funded with Congestion Mitigation Air Quality Funds awarded to Stanislaus County by the Stanislaus Council of Governments (StanCOG) in September 2014, and will be in addition to using LTF funding. Operating funds to operate transit services in Budget Year 2016-2017 was included in the FY 2016-2017 Transportation Development Act Claims approved by the StanCOG Cost Sharing Committee on April 18, 2016.

POLICY ISSUE:

The Board of Supervisors approval is needed to amend an agreement.

FISCAL IMPACT:

All funds for transit operations for Fiscal Year 2016-2017 are included in the Budget Year 2016-2017 Public Works – Local Transit System Proposed Budget.

Cost of recommended action:		\$ 5,343,759
Source(s) of Funding:		
Local Transportation Funds	\$ 3,936,454	
FTA Section 5307 Transit Funds	\$ 1,173,946	
Congestion Mitigation Air Quality Funds	\$ 233,359	
Funding Total:		<u>\$ 5,343,759</u>
Net Cost to County General Fund		<u>\$ -</u>

Fiscal Year:	2016-2017	
Budget Adjustment/Appropriations needed:	No	

Approval to Amend the Agreement for Transit Contractor Services with Storer Transit Systems, Incorporated to Provide Transit Services Through June 30, 2019, for Stanislaus Regional Transit

BOARD OF SUPERVISORS' PRIORITY:

Approval of this action supports the Board's priority of A Well Planned Infrastructure System and Efficient Delivery of Public Services by providing for a public transit system that is compliant with Federal and State efficiency standards.

STAFFING IMPACT:

Existing Transit staff will implement and manage the contract with Storer Transit System, Incorporated.

CONTACT PERSON:

Matt Machado, Public Works Director
Eunice Lovi, Transit Manager

Telephone: (209) 525-4153
Telephone: (209) 525-7560

ATTACHMENT:

Amendment No. 1 – Agreement for Transit Contractor Services with Storer Transit Systems, Incorporated.

ATTACHMENT

Amendment No. 1 – Agreement for Transit Contractor Services with Storer Transit Systems,
Incorporated.

AMENDMENT #1

AGREEMENT FOR TRANSIT CONTRACTOR SERVICES

1. Section 1 of the Agreement is amended to read as follows:

DEFINITIONS

- 1.3 “DRS” means Demand Response Service provided in COUNTY’s service area including Dial-A-Ride (DAR), Shuttle, non-emergency medical transportation and Americans with Disabilities Act (ADA) Complementary Paratransit Service.

2. Section 3 of the Agreement is amended to read as follows:

SCOPE OF WORK:

CONTRACTOR shall provide public transit services Monday through Saturday of each week, which shall include the operation, maintenance and management of the COUNTY's transit system also known as Stanislaus Regional Transit (StaRT). StaRT services comprise fixed route, deviated fixed route, and commuter services as well as demand response service that includes dial-a-ride, shuttle, ADA complementary paratransit and non-emergency medical transportation services in StaRT’s service area.

3.1. Service Description:

3.1.1.1. For demand response service associated with the deviated fixed route, revenue hours shall begin from arrival at the first pick up to the last drop off.

3.1.1.2. For demand response service associated with shuttle or intercity service, revenue hours shall be billed from gate to gate (when a vehicle exits CONTRACTOR’S vehicle storage facility en-route to pick up a passenger, and the vehicle revenue hour shall end when a vehicle terminates the provision shuttle or intercity service by returning to CONTRACTOR’S vehicle storage facility). COUNTY and CONTRACTOR will review service data for Fiscal Year 2016-2017 and will establish new hours, rates and fixed costs for Fiscal Year 2017-2018 and Fiscal Year 2018-2019.

3.1.1.4. For ADA complementary paratransit service, revenue hours shall commence when a vehicle exits CONTRACTOR’S vehicle storage facility en-route to pick up a passenger, and the vehicle revenue hour shall end when a vehicle terminates the provision of ADA paratransit service by returning to CONTRACTOR’S vehicle storage facility.

Passengers within COUNTY's service area shall be required to provide CONTRACTOR with a minimum of two hours (120 minutes) advance notification of desired pick up time and service request. CONTRACTOR shall establish and inform passengers of their pick up time when riders request service. CONTRACTOR shall be required to make every effort to pick up passengers no more than 15 minutes before or 15 minutes after each passenger's established pick up time for immediate response and 15 minutes before or after established pick up time for advance reservation. CONTRACTOR shall notify passengers by telephone if StaRT demand response vehicles are expected to arrive more than 15 minutes later than the appointed and/or established time.

CONTRACTOR shall be expected to deliver passengers to their destinations within sixty (60) minutes of pick up. CONTRACTOR shall be responsible for all service operations including but not limited to: scheduling trips, assignment of vehicles, hiring, training, and supervising drivers and dispatchers; provide efficient routing in the service area; and knowledge of the Americans with Disabilities Act (ADA) and other operational requirements of persons with disabilities.

CONTRACTOR's drivers may assist passengers while boarding and de-boarding vehicles as needed, as long as the driver does not lose sight of vehicles. CONTRACTOR shall park vehicles as closely to each passenger's origin and destination, including entering parking lots with enough room for the driver to turn vehicle around as necessary.

CONTRACTOR shall schedule the operation of vehicles in an efficient manner to utilize more vehicles during peak hours and fewer vehicles during non-peak periods of the day.

3.1.1.5. For Commuter Service, revenue hours shall commence from arrival at the first bus stop to departure from the last bus stop.

3.1.4. Commuter Service:

Commuter service shall operate up to two vehicles, provided by the County, in the defined service boundary from Stanislaus County to the BART Station in Dublin. The Federal Transit Administration (FTA) defines commuter service as fixed route service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. StaRT's commuter service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

COUNTY shall require CONTRACTOR to operate commuter buses during peak hours of the day in a manner established by COUNTY to meet commuter's needs as part of transit services offered in Stanislaus County.

3.2.1. Dial-A-Ride (DAR), Shuttle and Runabout Service Hours of Operation (Span of Service):

Rides can be scheduled to begin at established times published in the Ride Guide for each dial-a-ride, shuttle and non-emergency medical transportation services Monday to Friday. Except for Riverbank and Oakdale DAR and the non-emergency medical transportation services, all other DAR and shuttle services will be operated on Saturday at published times shown in the Ride Guide.

3.2.2. ADA Complementary Paratransit Service Hours of Operation (Span of Service):

Rides scheduled will mirror service hours for Routes 10, 15, 40, 45-East, 45-West, 60, and 61 at established times published in the Ride Guide. ADA complementary paratransit service will be provided on weekdays and on Saturdays. All ADA service will be offered from gate to gate.

3.2.4. Commuter Service – Hours of Operation (Span of Service):

COUNTY has established commuter bus service that will operate between Stanislaus County and the Dublin BART station. The schedules for the commuter service will be published in the Ride Guide. Commuter service will begin between 4:00 AM and 6:00 AM and will end at 7:00 PM. Service will be operated Monday through Friday with no service provided on Saturday.

3.2.5. Service Hours Exclusion

3.2.5.2. For the Medivan feeder service, revenue hours shall be billed from gate to gate (when a vehicle exits CONTRACTOR's vehicle storage facility en route to pick up a passenger, and the vehicle revenue hour shall end when a vehicle terminates the provision of Medivan Feeder service by returning to CONTRACTOR'S vehicle storage facility).

3.2.5.3. For ADA complementary paratransit service, revenue hours shall be billed from gate to gate (when a vehicle exits CONTRACTOR'S vehicle storage facility en-route to pick up a passenger, and the vehicle revenue hour shall end when a vehicle terminates the provision of ADA paratransit service by returning to CONTRACTOR'S vehicle storage facility).

3.2.5.4. For Commuter Service, revenue hours shall be billed from arrival at the first bus stop to departure from the last bus stop. A VRH shall end when a vehicle drops off its final passenger prior to returning to CONTRACTOR's vehicle storage yard.

3.3. Service Operating Cost per Hour:

3.3.4. Contract rate for County Medivan feeder service using CONTRACTOR owned paratransit vehicles is \$74.33 per Vehicle Revenue Hour. The estimated VRH using CONTRACTOR owned paratransit vehicles for the Medivan feeder service are estimated to be 1,230 vehicle revenue hours, which are the minimum guaranteed billable hours for the first year of service to be provided. CONTRACTOR is guaranteed a minimum of four (4) hours per vehicle dispatched per day. COUNTY and CONTRACTOR will review service data for Fiscal Year 2016-2017 and will establish new hours, rates and fixed costs for Fiscal Year 2017-2018 and Fiscal Year 2018-2019.

3.3.4.1. The current Fuel Formula, Payment and Calculation will apply to the Medivan feeder service as stated in the Contract Agreement in Section 3.4.

3.3.5. Contract rate for estimated VRH for the ADA Complementary Paratransit Bus service shall be established as follows:

3.3.5.1. Contract rate for COUNTY owned paratransit size buses will be \$50.11 per VRH on weekdays, Mondays through Fridays.

3.3.5.2. Contract rate for COUNTY owned paratransit size buses will be \$61.69 per VRH on Saturdays.

3.3.5.3. Contract billable hours for the ADA Complementary Paratransit Service will be billed at an hourly rate and fixed cost based on additional labor required as a result of implementing the new ADA paratransit service.

3.3.5.4. Monthly billable costs will include fixed cost of \$31,622.93 for additional labor needed to operate the ADA paratransit service outlined, as well as variable cost for operating cost. Billable hours will be based on an estimated VRH using COUNTY paratransit-size buses fueled by the CONTRACTOR are estimated to be 10,780 vehicle revenue hours. These are the minimum guaranteed billable hours for the first year of service. COUNTY and CONTRACTOR will review service data for Fiscal Year 2016-2017 and will establish new hours, rates and fixed costs for Fiscal Year 2017-2018 and Fiscal Year 2018-2019.

3.3.6. Contract rate for COUNTY owned commuter service buses will be \$104.62 per Vehicle Revenue Hour (VRH). The estimated VRH for the

commuter bus service using COUNTY owned commuter buses are estimated to be 1,100 vehicle revenue hours, which are the minimum guaranteed billable hours for the first year of service to be provided based on one (1) one-way in the morning from Turlock to Patterson to the Dublin BART Station and one (1) one-way trip in the afternoon from the Dublin BART Station to Patterson to Turlock. COUNTY and CONTRACTOR will review service data for Fiscal Year 2016-2017 and will establish new hours, rates and fixed costs for Fiscal Year 2017-2018 and Fiscal Year 2018-2019.

3.3.7. CONTRACTOR shall bill COUNTY directly for fuel cost per gallon used by CONTRACTOR for commuter service vehicle. The cost per gallon for fuel will be derived based on the average delivered bulk invoice per gallon as purchased by CONTRACTOR to the CONTRACTOR facility within specific timeframe. CONTRACTOR will determine the cost of fuel billed by multiplying the number of gallons (based on actual or approximate and on actual miles and miles per gallon (mpg) for the vehicle used by the average delivered bulk costs of fuel delivered. CONTRACTOR will bill COUNTY the cost of fuel used as a line item on its monthly invoice.

3. Section 4 of the Agreement is amended to read as follows:

SUBSTANTIAL CHANGES IN LEVEL OF SERVICE

4.2 Substantial Change in Service Level Defined

4.2.4. The addition of the Medivan feeder service will include an additional VRH of 1,230 for paratransit service over and above the estimated baseline for transit services to be provided in Fiscal Year 2016-2017.

4.2.5. The addition of the Americans with Disabilities Act (ADA) Complementary Paratransit Service includes additional VRH of 10,780 for paratransit service over and above the estimated baseline for transit services to be provided in Fiscal Year 2016-2017.

4.2.6. The addition of the Commuter Service includes additional VRH of 1,100 for commuter service over and above the estimated baseline for transit services to be provided in Fiscal Year 2016-2017.

5. Section 5 of the Amendment is amended to read as follows:

STANDARDS OF PERFORMANCE

5.3 CONTRACTOR shall develop and comply with a satisfactory preventive maintenance, cleaning and major component rebuilding/replacement program and providing for the repair and maintenance of all COUNTY-owned or provided and CONTRACTOR-owned or provided equipment, including, but not limited to, buses, two-way radios, fareboxes, destination signs and security camera systems. This

includes, but is not limited to, the repairing or replacing buses and equipment in an expeditious manner if such buses or equipment are damaged or destroyed during the term of this Agreement.

CONTRACTOR shall install, maintain and clean, at its own cost, all COUNTY owned equipment used by CONTRACTOR, including, but limited to radios. CONTRACTOR will provided alternators, air compressors and starters for the CNG buses. All other bus maintenance costs are to be provided by the CONTRACTOR. All CONTRACTOR labor costs will be included in the cost per Vehicle revenue Hour (VRH) rate.

The cost per vehicle revenue hour shall not include any costs for replacing the following items including engines and engine related components, CNG components, fire system, exhaust system, and current video system. CONTRACTOR will only bill COUNTY the exact cost plus applicable taxes and shipping costs paid for replacing these items. CONTRACTOR will pay for alternators, air compressors and starters. All other bus maintenance costs will be included in the VRH rate.


All CONTRACTOR labor is included. CONTRACTOR is responsible for all labor costs except for major engine overhauls. If such replacement or repair of COUNTY owned equipment is caused or necessitated by the fault of CONTRACTOR, then CONTRACTOR shall pay for the replacement or repair of COUNTY owned equipment.

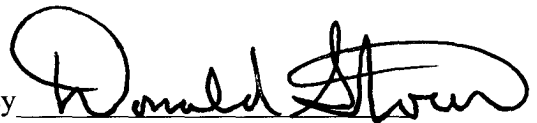
COUNTY will pay for CNG engine and engine related components, CNG components, fire systems, exhaust system as well as video systems on CNG buses with CONTRACTOR billing COUNTY including outside labor costs associated with these items for the exact cost plus applicable taxes and shipping costs for replacing these items. The program shall conform in all respects to the requirements of this Agreement, the California Highway Patrol and other applicable regulatory agencies. COUNTY shall review CONTRACTOR's maintenance records to evaluate compliance with this provision.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate herein above written on the ____ day of July, 2016.

COUNTY OF STANISLAUS

STORER TRANSIT SYSTEMS,
INCORPORATED

By 
Matthew Machado
Director, Department of Public Works
COUNTY

By 
Donald Storer
President, CEO
CONTRACTOR

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Amanda DeHart
Deputy County Counsel