

**CONSULTING SERVICES AGREEMENT BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND
Fehr & Peers**

THIS AGREEMENT for consulting services is made by and between the Ventura County Transportation Commission ("VCTC") and Fehr & Peers ("Consultant") (together sometimes referred to as the "Parties") as of February 5, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to VCTC the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all work required by this Agreement in concordance with that degree of care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances to that of Consultant under this Agreement.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. VCTC hereby agrees to pay Consultant a sum not to exceed three hundred thousand dollars, (\$300,000) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Consultant shall not bill VCTC for duplicate services performed by more than one person.

Consultant and VCTC acknowledge and agree that compensation paid by VCTC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to VCTC when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and VCTC. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and VCTC, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.

- 2.3 **Final Payment.** VCTC shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to VCTC of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** VCTC shall pay for the services to be rendered by Consultant pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, as specified in Exhibit B, attached hereto and incorporated herein, shall not exceed \$8,000.00. Expenses not listed below are not chargeable to VCTC. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Invoices for reimbursable expenses must have backup receipts.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as it may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors.
- 2.8 **Payment upon Termination.** In the event that VCTC or Consultant terminates this Agreement pursuant to Section 8, VCTC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. VCTC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

VCTC shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with VCTC employees and reviewing records and the information in possession of VCTC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of VCTC. In no event shall VCTC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this

Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy but only for that which Consultant would have been liable in the absence of this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish VCTC with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to VCTC at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

- 4.4.4 Additional insured; primary insurance.** VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds as to Consultant's Commercial General and Automobile Liability Insurance with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including that under VCTC's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a “wasting” policy limit, except for Consultant’s Professional Liability Insurance Policy.

4.4.8 Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC’s interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies VCTC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Consultant’s breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by VCTC, and hold harmless VCTC and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance (“Claims”), to the extent caused by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law is caused by the gross negligence or willful misconduct of VCTC or its officers, employees, agents, or volunteers.

5.1 Insurance Not in Place of Indemnity. Acceptance by VCTC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.2 **PERS Liability.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.
- 5.3 **Third Party Claims.** With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant Not an Agent.** Except as VCTC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors

shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to VCTC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from VCTC, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to VCTC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from VCTC.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 Contractor's Residency and Tax Withholding Consultant declares that Consultant is a resident of the State of California in accordance with the California Franchise Tax Board form 590 ("Form 590"), as may be amended. Unless provided with valid, written evidence of an exemption or waiver from withholding, VCTC may withhold California taxes from payments to Contractor as required by law. Contractor shall obtain, and maintain on file for three (3) years after the termination of the Contract, Form 590s from all subcontractors. Contractor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Contractor's withholding duty to VCTC.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. VCTC may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; VCTC, however, may condition payment of such compensation upon Consultant delivering to VCTC all materials described in Section 9.1.

- 8.2 Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Contractor to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** VCTC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, VCTC's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that

VCTC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Consultant hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law. However, notwithstanding anything to the contrary in this Agreement, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to, or independently of, any of its services under this Agreement ("Background IP"), including such Background IP that consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants VCTC an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property of VCTC. Consultant shall secure all licenses necessary for VCTC to utilize Consultant's services and the Work Product for their intended purposes.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of three (3) years after final payment under the Agreement.

- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by VCTC become the exclusive property of VCTC. At such time as VCTC selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

VCTC shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, VCTC may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless VCTC, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against VCTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives VCTC's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in VCTC's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*

Consultant shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of VCTC. If Consultant was an employee, agent, appointee, or official of VCTC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Martin R. Erickson ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery

to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

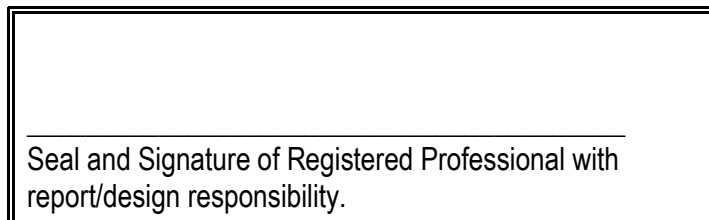
Consultant

Jeremiah LaRose
Project Manager
Fehr & Peers
600 Wilshire Blvd., Suite 1050
Los Angeles, CA 90017

VCTC

Martin R. Erickson
Public Transit Director
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between VCTC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

| | |
|------------------|-----------------------|
| <u>Exhibit A</u> | Scope of Services |
| <u>Exhibit B</u> | Compensation Schedule |
| <u>Exhibit C</u> | Schedule |

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

VCTC

CONSULTANT

Darren M. Kettle, Executive Director

Sarah Brandenburg, PE
Chair of the Board
Fehr & Peers

Approved as to Form:

Steven T. Mattas, General Counsel

EXHIBIT A

SCOPE OF SERVICES

6

04 | Detailed Scope of Work and Management Approach

Please refer to the Budget Table for a detailed breakdown of staff assignments including billing rates and hours allocated by subtask.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

Key Staff: Jeremiah LaRose

Fehr & Peers will serve as the lead for the overall project administration and coordination with VCTC. As Project Manager, Jeremiah will coordinate the overall strategic direction, workload and resource assignments of the consultant team. Given the importance of stakeholder involvement in this study, developing and monitoring the schedule will be imperative to its success. Biweekly project management meetings with VCTC are proposed so that any issues or conflicts that arise with potential to affect the schedule and/or budget are discussed and resolved in a timely manner. Fehr & Peers will follow VCTC's preference for communication with project partners, whether it is for all project partner communication to be led by VCTC or for the consultant team to coordinate directly with the project partners. Fehr & Peers will facilitate a kick-off meeting with VCTC staff and Nelson\Nygaard to review

project communication protocols, schedule, scope of work, and data needs. A major focus of the kick-off meeting will be a review of the Existing Services Memorandum outline and timeline to ensure all project team data needs are attainable and that the overall project schedule reflects the timeline set forth to compile and receive that data. The kick-off meeting is also an opportunity for the consultant team to learn more about the VCTC staff, better understanding working styles, preferences for communication, and establish any working protocols important to the success of the project.

The Fehr & Peers-Nelson\Nygaard team previously prepared the "Ridership Growth Action Plan," a study of sixteen transit agencies in Los Angeles County to understand the driving factors of ridership decline since 2013 and identify strategies that agencies could individually and collectively undertake to attract new customers and retain or regain riders. Our team successfully delivered the project within the envisioned schedule through careful and regular coordination with the client project co-managers, Ken McDonald, CEO of Long Beach Transit, and Conan Cheung of Metro. Although agency consolidation was not an objective of RGAP, improved interagency coordination was a key outcome and several of those strategies have been adopted by the participants of the study.

Deliverables:

- Finalized scope and fee
- Kick-Off Meeting Packet (Agenda, Schedules) and Meeting Notes
- Biweekly Meeting Agenda and Notes
- Monthly Progress Status Updates

TASK 2: REVIEW OF INTEGRATION AND EFFICIENCY OPPORTUNITIES

DATA GATHERING AND AGENCY UNDERSTANDING

Key Staff: Natalie Chyba

Fehr & Peers will review the Existing Services Memorandum to be provided, to ensure it is inclusive of all major data and planning document needs for the study and coordinate with VCTC to identify any additional data needs. We will coordinate closely with VCTC and the project partners early in the project to ensure all critical data are available or identify acceptable alternatives to keep the study on track. This review will also include studies and plans that are relevant to the project partners and the region. We will generate an initial list based on our team's familiarity with the project partners and submit an additional request for relevant studies upon project commencement.

The consultant team will conduct a series of agency interviews/site visits to obtain qualitative data and input on the major components of the study, including for the physical asset inventory, technology systems audit, and customer service and marketing strategy audits. Up to 12 one-hour interviews are included in this scope of work.

In addition to reviewing example case studies of transit integration/consolidation, as an optional task Fehr & Peers will leverage our national experience and industry relationships to conduct a series of brief peer agency interviews (3) with agencies that have coordinated and/or consolidated their service. The list of peer agencies interviewed will be refined with VCTC staff but will include agencies with similar service and geographic considerations to VCTC.

Deliverables:

- Data/Planning Document Needs List
- Agency Interview Meeting Packet and Meeting Summaries (12)
- [Optional] Peer Agency Interview Guide and Meeting Summaries (3)

FINANCIAL REVIEW

Key Staff: Cristina Barone

Nelson\Nygaard will lead the financial review subtask, which will evaluate financial condition of each transit operation and identify trends and actions that may impact agency finances in the future. It is typical for anticipated costs of transit operating and capital projects to exceed available funding, and alterations to the administration and organization of services could alter funding eligibility. Steps anticipated as part of this analysis include:

- **Gather and review financial data** from project partners based on pre-pandemic 2019 levels and circumstances at the time of project commencement.

- **Identify Financial Sustainability Trends and Risk Factors:** Ventura County's financial planning process is more important than ever, as agencies balance declining revenue and potential disruptions in partner participation in the service, plus lost passenger fare revenue. We will work to explore factors that consider a variety of different futures for funding and financing. This assessment will also identify projected funding gaps between forecasted revenue and costs and identify potential threats to existing commitments.
- **Funding Adequacy and Availability:** A good funding system is expected to generate adequate revenue to pay for investments without the need for continuous or drastic changes in public policy, tax rates, or in the tax base. Each of the options that are available for supporting transit will have their advantages and limitations. This task will assess available revenue by source and identify potential changes to funding availability and distribution.

Deliverables:

- Financial Review technical memorandum

PHYSICAL ASSET REVIEW

Key Staff: Josh Peterman

Fehr & Peers will lead the physical asset review, creating a GIS database inventory of the relevant physical assets of all partner agencies. The database will include rolling stock, shared use facilities, park-and-ride facilities, and local bus yards. Information on land use contracts,

useful life of facilities, and capital plans will be included in the database as provided by the project partners. The inventory will be developed through information shared in the Existing Services Memorandum, interviews and site visits (described in the Data Gathering subtask), and a review of existing capital plans. Fehr & Peers will develop a site visit plan to meet with an agency representative (maintenance or facilities manager or equivalent leadership) and review items to be included in the inventory and discuss any relevant details.

Fehr & Peers will develop a PowerPoint deck providing an overview of trends and policies expected to impact physical asset and land use decisions in the future, including the California Innovative Clean Transit Rule (zero-emissions compliance) and other related state and federal policies. With the political future beginning in 2021 still taking shape, Fehr & Peers will evaluate trends at the national level and the opportunities or challenges these present. These considerations will be presented at Steering Committee Meeting #2 (see Task 3) for discussion and input as the consultant team prepares draft strategies.

Deliverables:

- Physical Asset Inventory (Excel and GIS files)
- Physical Asset Trends PPT slide dec

TECHNOLOGY SYSTEM REVIEW

Key Staff: Jeremiah LaRose

Fehr & Peers will audit partner agencies' data and technology systems, including Automatic Vehicle

Location (AVL), Automatic Passenger Count (APC), General Transit Feed Specification (GTFS), fare payment systems, transit planning software, asset management tools, and communications software and equipment. The audit will include key information about data sets including data ownership, portability, and back-end integration. The audit will be developed through information shared in the Existing Services Memorandum, agency interviews and site visits (as described in the Data Gathering subtask), and a summary review of existing contracts with data and software vendors.

Fehr & Peers will review current and future trends and state-of-the-practice for transit data collection and software, including advanced fare payment systems. For example, more and more transit providers are partnering with app developers and technology companies to provide mobile phone-based payment options that in the past would have been prohibitively expensive to implement for all but the largest agencies. Our review will rely on the latest research from TCRP, TransitCenter, and other thought leaders in the transit field, as well as leveraging our own team expertise based on our history of collaborating with transit data analytics and app developers including Remix, Moovit, Swiftly, Transloc, and others.

Deliverables:

- Technology Systems Inventory (Excel workbook)
- Technology Systems Trends (PPT slide deck)

Our strong relationships with data and technology vendors keep us on the cutting edge and up to speed on emerging transit data standards and technology systems.

This is represented through our work with Portland TriMet on the Integrated Mobility Innovation project around integrated mobile payment and the development of real-time arrival predictions for customer information sharing. Additionally, our work with the California Integrated Travel Project (Caltrans) in the development of the scope of work and the technical specifications for the procurement of statewide services for GTFS-RT data creation, sharing, and display has deepened our understanding of many critical on-board technologies pertinent to the success of sharing transit data.

LABOR FORCE REVIEW

Key Staff: Tim Payne

Nelson Nygaard lead the Labor Force Review. The analysis will take into account the existing mix of in-house and contracted services and consider staffing levels and efficiency opportunities for the three primary organizational units: administration, operations, and maintenance. Nelson\Nygaard staff has extensive experience working with organized labor. Some of these efforts focused on maximizing efficiency while others focused on consolidation, and structuring of contracts (public and private).

The differences in existing structures between operators will be carefully reviewed with highlights on different approaches to personnel deployment and overall management. Among the focal points will be the implications of greater collaborative efforts between in-house and contracted workforces as well as different labor organizations. The team will also be alert to opportunities to improve efficiency by changing provisions in labor contracts. As these may become the basis for future negotiations, items of this nature will be specifically committed to separate confidential memoranda and delivered to the executive management of the appropriate organization.

Issues and deficiencies within the current structure will be examined. Important in this review will be both financial differences between operators and also work rule issues that can impact operating costs. Approaches to greater efficiency through contract realignment and revisions to labor provisions will be presented. In addition, considerations around consolidation of agreements, such as different union locals and which unions represent the agencies' employees will be examined. The importance of these details in terms of the type and degree of integration and even coordination cannot be overstated. The State of California has very strong laws to protect employees' collective bargaining rights which have a direct bearing on the jurisdiction of the work to be accomplished and the rights of the established collective bargaining agent. Ensuring those details are well understood and thoroughly considered in the formation of potential strategies is crucial to future success.

The output of this task will be the formation of strategies to improve labor force deployment and the financial efficiencies of the agencies in Ventura County.

Deliverables:

- Analysis of current organizational and labor forces, opportunities for improving effectiveness and efficiency, formation of options or strategies to be evaluated.

GOVERNANCE AND COORDINATION REVIEW

Key Staff: Tim Payne

Nelson\Nygaard will lead this task. Prior studies have been completed on this topic in Ventura County over the past decade, and transit governance has, in fact, evolved substantially to include new organizations such as the Gold Coast Transit District and the East County Transit Alliance. The purpose of this review is to further explore the next generation of possibilities beyond the evolution that has already occurred.

The team will review alternative structures and present the implications of alternative approaches for the effectiveness of the governance structure. In this regard, it will be important for the consulting team to obtain a sense of the political perspectives of key decision makers in evaluating alternative approaches. Interviews with key officials and comparisons to other recent agency structure evaluations will provide guidance on this critical area (described further in Task 4).

Also important is to understand what issues that changes to governance and coordination are attempting to achieve. Are there gaps in the system, especially from a rider perspective, that could be addressed through a different governance model or improved coordination? If the answer to that question is no, there would need to be an even stronger case (such as transit finance and sustainability) made to look for solutions in governance as they may, or may not, be a necessary ingredient to improving transit in Ventura County.

Beyond potential changes to governance structure is the concept of coordination which can take many forms and has already been a key feature of progress particularly by the ECTA. We recognize that coordination may only apply in certain functional areas, such as electrification or fare collection. The team will examine current structures and opportunities for coordination between transit agencies as well as coordination with other jurisdictional divisions and stakeholders.

Deliverable:

- Summary of Governance and Coordination Strategies and Options

FIXED ROUTE SERVICE REVIEW

Key Staff: James Gamez

Nelson\Nygaard will lead a detailed evaluation of existing transit conditions. This analysis will familiarize the project team with all aspects of each operator's fixed-route service and the countywide transit market.

We will use readily available data to compare trends and common performance metrics such as productivity, cost effectiveness, and farebox recovery. We will identify "pre-COVID" trends and, to the degree possible, include an assessment of the impacts of the COVID pandemic on fixed-route performance.

Our team will then conduct a countywide service analysis that evaluates coverage, connectivity, and coordination:

| Service Design and Coverage | System Connectivity | Regional Coordination |
|--|--|---|
| <ul style="list-style-type: none"> • Route and network design • Service availability by time and day • Service coverage • Service overlap/duplication • Service to key destinations | <ul style="list-style-type: none"> • Connectivity at transit centers and stations • Schedule coordination • First/last mile connections | <ul style="list-style-type: none"> • Transit information sharing • Service change processes • Holiday service policies |

Nelson\Nygaard will identify any connectivity gaps that exist, as well as future areas of transit demand, including access to employment, grocery stores, health care, schools/education, and future development. Maps and comparative tables will be developed to depict and compare a variety of topics, such as:

- Access to grocery stores from areas of high need
- Access to higher education (Oxnard College, Ventura College, Moorpark College, CSU-Channel Islands, UC-Santa Barbara, and California Lutheran University)
- Connectivity with other transit providers at key facilities such as Ventura Transit Center, Oxnard Station, and Thousand Oak Transit Center
- Transit vs. automobile travel time comparison between various points
- Potential service duplication or oversaturation of service

We will also review service standards and performance metrics currently used by each fixed-route operator to identify opportunities to align policies countywide in service of effective usage of public funds as well as benefits to customers.

Fehr & Peers will utilize our [TrendLab+ tool](#) to develop three transit ridership scenarios that consider how changing trends may affect future transit ridership, including the effects of COVID-19, telecommuting, rideshare and mobility as a service, car ownership and fuel prices, and land use and development changes. Fehr & Peers will

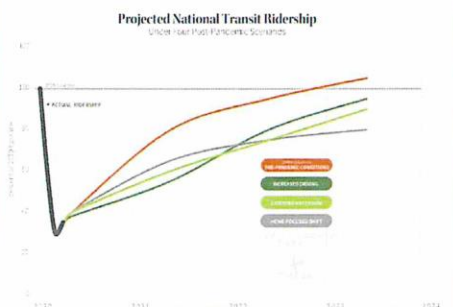
include an interactive Trendlab+ workshop as part of a Steering Committee session to facilitate a conversation on the impacts to transit ridership.

As an optional task, Fehr & Peers will support the analysis of travel demand through a transit travel market analysis using big data origin-destination travel metrics. The travel market analysis can examine actual travel patterns based on sampled cellular GPS data, as an alternative to or in conjunction with traditional methods such as using a travel demand forecasting model. In consultation with VCTC and the steering committee, Fehr & Peers can design the study to examine pre-pandemic travel patterns and/or more recent data as travel patterns have settled into a “new normal”, to help understand trends and implications for what might be a high priority for improving efficiency and integration in the near-term versus the long-term as at least some travel returns to pre-pandemic patterns.

Deliverables:

- Optional: Travel Markets Assessment (Memo): Perform a travel markets assessment to understand existing and future market areas, need for inter-city and inter-regional travel, and transit competitiveness
- TrendLab+ Scenario Development
- Transit Trends (PPT slide deck)

Clients often have questions about how disruptive forces in technology, demographics, and socioeconomics may affect their communities. What does this all mean for transportation planning decisions? FP Think is our own initiative to enhance understanding in these very uncertain areas. We explore how those planning decisions might be affected and what shapes the possible solutions may take. We originally developed our TrendLab+ tool back in 2014 to examine future trends and their resulting impact on driving activity and vehicle miles traveled (VMT). The current pandemic has changed many aspects of travel, and we've redirected and accelerated our R&D efforts in response to client feedback about today's most pressing challenges. With that pivot in mind, FP Think has developed a new TrendLab+ 2020 version of our tool. The new version accounts not only for previously considered factors, such as demographic and socioeconomic trends, but also current factors affecting travel demand in new ways. In particular, by changing assumptions about how circumstances such as the pandemic will play out in the near and long-term, TrendLab+ can help users see how transit ridership may recover over the years.



PARATRANSIT, DEMAND RESPONSE SYSTEMS REVIEW

Key Staff: Tim Payne

Nelson\Nygaard will lead a complete review of current paratransit operating procedures and policies to evaluate the impact of differing approaches on overall operational efficiency. The assessment will include policies (such as eligibility, fares, and scheduling requirements), procedures, fleet, current operating costs, as well as efficiency and performance measures. Clearly understanding the overlapping obligations and operations of the multiple agencies – along with the extent to which such agencies collectively meet the needs of marginalized populations and communities through paratransit and demand-response transit – have a bearing on opportunities in Ventura County.

This review will be done from two perspectives: the riding public and each individual agency. We will examine how riders are impacted by differing operator procedures relative to travel efficiency impact on trip length, etc., and how current operating practices and procedures contribute to or detract from system-wide efficiency. The team will also carefully analyze paratransit operations details to identify efficiencies, as a major consideration in this study is the standardization, potentially consolidation, of processes related to paratransit among transit agencies serving Ventura County with paratransit obligations.

participants, Steering Committees, transit agencies, and other project partners regarding integration options, along with paratransit service deployment options and the role of new technology options including transportation network companies (TNCs, such as Lyft and Uber) in the delivery of paratransit and demand-response service. This will help identify the key points of comparison and priorities for future coordination.

CUSTOMER SERVICE AND MARKETING REVIEW

Key Staff: Jeremiah LaRose

Fehr & Peers will partner with agencies to audit existing customer service and marketing programs, including branding and promotional programs. The audit will be developed through information shared in the Existing Services Memorandum, agency interviews (Data Gathering subtask), and a summary review of existing marketing contracts.

Fehr & Peers will review industry best practices and identify current and future trends in customer service and marketing. This review will include marketing consolidation and cohesion efforts that have been successful in other markets/at other agencies.

Deliverables:

- Customer Service & Marketing Audit
- Customer Service Trends (PPT slide deck)

CUSTOMER EXPERIENCE REVIEW

Key Staff: Jeremiah LaRose

Fehr & Peers will review prior customer feedback and satisfaction surveys to summarize what the project partners know about their current customer experience. It is likely that each agency that regularly monitors its customer experience is already working to address critical issues. For many transit agencies, customer satisfaction surveys regularly point to an overall positive experience for customers. However, the true challenge is understanding the experience of past customers who have been discouraged from riding due to experiences they may share with the transit agency. These unsatisfactory experiences might be difficulty in understanding or navigating transit, being prepared to use the bus, or other aspects of transit that regular riders take for granted. When transit ridership nationwide has been falling for years even before a global pandemic, agencies can't afford to lose customers over unsatisfactory experiences that are within the agency's control.

In the Ridership Growth Action Plan, Fehr & Peers identified a significant difference in how transit agencies viewed the importance of a combined customer service and marketing strategy as a means to build ridership and how their perceived competitors, Lyft and Uber used such strategies to their advantage. We demonstrated that comprehensively integrating marketing and customer experience metrics with other activities in the agency could facilitate better engagement with non-riders and therefore better opportunities to attract new customers. For example, an agency might already provide promotional TAP (fare) cards at major community events or college orientation days. Fehr & Peers developed strategies to expand the effectiveness of this activity: provide fare cards with pre-loaded trips; use the existing data structure of the TAP card to analyze whether those promotional trips were actually taken; and seek voluntary participation in customer experience surveys of these first-time riders with rewards of additional free trips for completed surveys. These steps build on existing agency activities but weren't being done proactively with a goal of attracting first-time riders or the measuring the effectiveness of public engagement efforts. They also accomplish the goal of encouraging non-customers to try the system and a mechanism for getting immediate feedback on the first-time rider experience that could identify issues that discourage new riders from sticking with transit.

As regular transit riders and professionals in the field, it's easy to forget that non-riders have no context for what their first ride on the bus will be like, and it's important to be prepared to welcome them on board. These hurdles can be solved through a combination of strategies affecting policy, operator training, technology and equipment, and non-rider marketing.

Reaching non-riders and former riders is challenging but possible through online surveying and targeted focus groups. This could be incorporated in Task 4, in consultation with VCTC and the project partners and based on the steering committee goals set at the commencement of the project.

The customer experience audit using stakeholder interviews and available data will focus on:

- Service – transfer times; headways; reliability
- Amenities – Consistency in transit stop amenities
- Payment – legibility of fare structure; ease of fare payment; inter-agency transfers
- Information Sharing – real-time data; legibility of service plan; language considerations
- Marketing / Branding – customer awareness of programs services and brand recognition

Deliverables:

- Customer Experience Review technical memorandum

TASK 3: EVALUATION OF OPPORTUNITIES AND APPROACHES

GOAL SETTING

Key Staff: Paul Jewel, Natalie Chyba

At the outset of the project, Fehr & Peers will engage with the steering committee to undertake a goal setting exercise. This initial meeting will consist of a dialogue between the consultant team and the committee members on the study topic areas (agency finance, physical assets and technology, fixed-route, etc.) to gather and define priorities from all of the representatives. Fehr & Peers will then compile the priorities within each category area and conduct a live polling exercise among the participants to understand on which topics there is consensus among the agency representatives, and which may have widely varied priority. Through this exercise and subsequent discussion, the consultant team will summarize the goals that are important to most or all participants, those that are greatly important to some but not others, and those that are lower priority for most or all participants.

At the end of Task 2, the consultant team will have generated an initial strategies matrix. We will reconvene with the steering committee to seek feedback on the full strategies list as well as revisiting the goals and priorities to validate or update assumptions for evaluation.

The consultant team will take feedback and discussion from this committee session and



Ridership Growth Action Plan Workshop

conduct an initial screening exercise of the full strategy list based on the verified stakeholder goals. This stage is essentially a “fatal flaw” analysis in which strategies that are infeasible will be eliminated from further consideration. From this list of candidate strategies, our team will develop three alternatives, each of which is a combination of strategies by topic area. The three alternatives are envisioned to range from improved communication and coordination to full consolidation of agencies, with likely a wide range of alternatives in the middle ground. The three alternatives would be presented again to the steering committee for feedback and approval as the consultant team conducts the full comparative analysis between the combined strategies and the status quo.

Each approach must be evaluated through a strengths, weaknesses, opportunities and threats method as well as with respect to the project partners priorities and goals. The following sections provide more detail on the individual topic area implications.

FINANCIAL COMPARISON

Key Staff: Cristina Barone

Nelson\Nygaard will utilize an internally refined long-range financial modeling tool to facilitate work on this task. The tool uses a variety of inputs, including fuel, labor, maintenance, and capital replacement costs to project an annual operating and capital budget up to 20 years into the future. The tool allows for manipulation of service levels, revenue levels, inflation, and other factors to understand potential impacts of an array of conditions and is constructed to provide a clear link between an agency's capital plan and sustainable funding plan. Early in the project, we will review existing financial planning efforts in Ventura County and incorporate this information into the model.

A critical subtask is the compilation of existing and potential local, state, or federal revenue sources that Ventura County agencies could access in the future. This task will examine potential funding options in use by other states and counties. We will review the literature and recommend several options for further review. For potential new sources, we will evaluate both the legal and practical issues that would need to be addressed by decision makers.

The overall goal of this task is to evaluate a series of funding scenarios and develop a sustainable funding plan. The financial model will allow

assessment of financial sustainability issues over five-year, ten-year, and twenty-year periods.

Nelson Nygaard is currently developing funding scenarios for Everett Transit (Everett, WA), and has recently engaged in similar financial planning processes with Chapel Hill Transit (Chapel Hill, NC) and the Whatcom Transportation Authority (Bellingham, WA). Our analysis for Ventura County will summarize financial implications and forecasts, potential challenges, relationship to the status quo, and potential issues related to labor/union, and contracting.

PHYSICAL ASSET COMPARISON

Key Staff: Josh Peterman

Fehr & Peers will evaluate the opportunities for integration, sharing, or consolidating assets such as facilities, rolling stock, service vehicles and other major capital equipment. We will consider the existing and near-term inventory by agency, as well as trends that could affect asset needs in the future such as the Innovative Clean Transit rule that will alter vehicle fueling and energy supply needs as well as the fleet makeup, particularly if fleets transition to battery-electric bus (BEB) which could substantially increase fleet size. We will project the capital needs out 20 years in conjunction with the analysis of fixed-route and paratransit services and future trends in light of the prioritized strategies.

Fehr & Peers has previously supported physical asset planning and future needs forecasting for agencies ranging from the Santa Barbara County Clean Air Express bus fleet capital needs through 2040, the UC Davis Unitrans fleet and facility

electrification, to electrification of the vast Sound Transit express bus network operating in greater Seattle. In the case of the Sound Transit study, Fehr & Peers analyzed potential electrification scenarios in both directions: what services could be operated with an electrified fleet similar in size to the current fleet, and conversely what level of fleet and facility expansion would be required if all routes were operated by BEB? Although there are many other aspects of potential physical asset integration or consolidation, few have the potential to be as influential as the fleetwide transition to zero emissions vehicles.

TECHNOLOGY COMPARISON

Key Staff: Jeremiah LaRose

Fehr & Peers will evaluate how existing and foreseeable technology needs and opportunities would affect each of the three alternatives. VCTC has already explored and demonstrated the benefits of a regional approach to technology through its end-user live map of all bus transit in the county, for example. Fehr & Peers will consider the useful life of existing investments, others that individual agencies have undertaken or considered, and the industry trends in integrated transit technology that could benefit the region.

LABOR FORCE COMPARISON

Key Staff: Tim Payne

The consulting team has considerable experience in evaluating transit staffing structures, including for Santa Monica Big Blue Bus as well as Link

Transit in Wenatchee, WA. The team will define administrative positions in participating agencies and assess the comparability of positions among all participants. In the process, the team will review personnel structures, position descriptions, agency performance, and the cost of each position. Alternative structures will be defined and then analyzed relative to criteria for job performance and the resulting financial implications. Throughout the analysis and related review of labor implications the focus will be on the practicality of alternative approaches. The team will consider the potential difficulties of alternative implementations. This could include mixing different labor organizations, different approaches to administration, and the role of contract management in the efficient deployment of service and the fulfillment of administrative duties.

Members of the consulting team have had personal experience with transit service integration and in the management of selected approaches. This experience goes beyond simply a general understanding of “what could happen” with different approaches and expands into the full realization and experience with system integration management. This experience will provide local decision makers with insights that will greatly contribute to an understanding of the implications of various courses of action.

GOVERNANCE AND COORDINATION COMPARISON

Key Staff: Tim Payne

There are many options and opportunities to consider differing structures of governance for transit agencies. Each of these can meet a range of objectives depending on the circumstances. For example, formation of a CTSA (Consolidated Transportation Service Agency) may allow greater efficiency in provision of paratransit and eliminate the need for a full scale a consolidation of agency governance. The important part of considering coordination versus consolidation is to understand the complication and benefits of each as they may apply to the situation in each place. There are often factors beyond efficiency to consider when contemplating re-arranging the policy and governance structure of several disparate agencies. We will work with the Steering Committee to determine the alternatives that appear most advantageous in light of the project partner priorities, public input and staff interviews in Task 4.

FIXED-ROUTE COMPARISON

Key Staff: James Gamez

Effective and efficient transit service requires appropriate balances between service coverage and intensity. To determine the best way to improve service design and system connectivity, we propose to develop and compare different service alternatives that align with different approaches to coordination. Proposed strategies may include:

- **Route re-alignments** to enhance regional connectivity and service levels in areas with a high need for transit.
- **Changes to service frequencies** to match service levels with demand and facilitate connections between systems.
- **Revised spans of service** to maximize access to jobs and education in a cost-effective manner while providing countywide consistency.
- **Transition of routes** between service providers to ensure efficient use of deadhead or
- **Potential service to new areas** identified during recent unmet needs hearings.
- **Service coordination and/or integration** to facilitate improved connections and reduce rider travel times. In the case of less frequent service, convenient connections are particularly important.

We will package service alternatives in formats that are easy to understand using maps and written descriptions, but at the same time describe the critical elements of each alternative, including specific benefits and potential tradeoffs. We will evaluate alternatives against each other and against the status quo, including the potential to increase ridership, improve productivity, reduce costs, enhance system legibility, reduce travel time, expand multimodal connectivity, and serve communities equitably.

After developing initial alternatives, we will schedule interactive meetings with VCTC in which we will review the benefits and impacts for all market groups. These meetings will allow staff

and the consultant team to thoroughly discuss and refine alternatives prior to sharing them with regional partners.

Refined service alternatives will be presented to project partners at a Transcom meeting or virtual meeting with VCTC staff. Our experience shows that collaboration with partners results in stronger recommendations and buy-in from personnel that will ultimately be responsible for implementing the recommendations.

As an optional task, an implementation plan will be developed. The implementation plan will include a prioritized list of recommended actions, a checklist of support activities and outreach recommendations to assure public involvement in service expansion and modification efforts.

PARATRANSIT, DEMAND RESPONSE SYSTEMS COMPARISON

Key Staff: Tim Payne

Potential integration of paratransit and demand-response services is an important element of this project. A full side-by-side comparison of service policies of the participating agencies from existing conditions will lead to identifying opportunities for service integration. Further, at the operating level, a review of existing approaches to the use of **scheduling and other technology will offer insights as to the potential for service and efficiency improvement.**

We will prepare a matrix of potential opportunities for integration and improved efficiency with

estimated level of fiscal and operational impacts, and recommendation for near-term, mid-term, or long-term implementation for the status quo scenario.

In the context of a long-term process of integrating and scaling efficiencies for paratransit and demand-response transportation, the preferred alternative will be a guide containing deliberate policy actions and decisions related to multiple elements of the paratransit and demand-response experience, including fleet procurement, operation contracts, eligibility processes, rider databases, dispatch, and service policies. We recognize the limitations of such implementation may be contingent on resources or the sunsetting of existing contracts. Therefore, the plan of recommended actions, developed in coordination with VCTC staff and project partners, will be arranged in an ideal chronological timeline, with key decision points and responsible parties/committees identified.

CUSTOMER SERVICE AND MARKETING COMPARISON

Key Staff: Jeremiah LaRose

Building on our team's work for the Ridership Growth Action Plan for Los Angeles County, Fehr & Peers will compare the existing customer service and marketing programs of the project partners and VCTC, identify opportunities for sharing resources and the benefits of a consolidated or integrated approach to marketing of transit services, particularly with a focus on using marketing as a means to improve transit

ridership and brand recognition. There are likely opportunities to integrate these strategies with many others in the overall plan, such as better leveraging transit technology to provide a better customer experience, better methods for gathering feedback, and better analytics to measure the success of these efforts.

CUSTOMER EXPERIENCE COMPARISON

Key Staff: Jeremiah LaRose

Fehr & Peers will develop a series of strategies for improved customer experience that builds on our groundbreaking work in the Metro How Women Travel study and other industry-leading research on providing excellence in customer experience. These strategies will be responsive to the community engagement and public input gathered in Task 4 as well as our review of existing agency programs and areas of opportunity identified through our study. In the Metro How Women Travel study which Fehr & Peers led beginning in 2018, we used an innovative, mixed-methods approach to understand the experiences of transit riders and particularly how women and girls' experience on transit differs from men. Women comprise over 50% of the agency's ridership but the way they use and experience transit had not previously been critically examined. Ultimately, many of the issues of customer experience, vehicle design, service information, payment systems and fare policies that create challenges, discomfort or safety concerns for women were identified with solutions that would improve the customer experience for

all riders and ultimately could encourage more people in general to ride transit more often. Although the VCTC TIES study does not propose to comprehensively study women's issues, this framework and approach to evaluating customer experience will inform our study approach and some of the issues and potential strategies would be clearly applicable.

SUMMARY REPORT OF COMPARISONS

Key Staff: Jeremiah LaRose

Fehr & Peers envisions this collaborative process with the steering committee and VCTC to ensure that by the completion of work, all participants feel and can see their input reflected in a report summarizing the scenarios. Our summary report will consolidate all of the evaluations and supporting data developed throughout the project into an easy-to-read and visually compelling document that makes the project process transparent and understandable.

Deliverables:

- Summary report compiling the study process, existing conditions and opportunities, industry and regional trends, all strategies considered, and the evaluated scenarios in comparison with the status quo.

TASK 4: PUBLIC INPUT AND MEETINGS

Key Staff: Natalie Chyba

Gathering public input, thoughtful stakeholder engagement and consensus-building are perhaps the most important activities for the Transit Integration and Efficiency Study. In order to build consensus, we need project partners engaged from the very beginning of the process and Fehr & Peers will continue to collaborate with these partners throughout the study. The perspectives of stakeholders will vary widely from bus operators and union representatives, to the general public, to city and agency leaders, and so the methods of connecting with these stakeholders must also vary and the type and subject of input sought will address what is most important to those groups.

Fehr & Peers will facilitate up to eight meetings of a project steering committee, expected to be made up of representatives of the key project partners. This group will be defined by VCTC prior to commencement of the project, and could be an extension of the existing Transcom committee. The table below shows our envisioned schedule and agenda for each meeting. Each meeting is intended to further a collaborative discussion by sharing information and findings from the consultant team and gathering reactions, input, and feedback from the project partners. Fehr & Peers will host lively and engaging meetings using a variety of methods including brainstorming discussion and live polling rather than simply lecturing participants.

For existing customers and the general, non-riding public, their perspectives, needs and understanding of the mobility options available, customer experience, and brand recognition are most important. We will develop an online survey to gather rider and non-rider perspectives on subjects relevant to the study, with development input from the steering committee. Our methodology will strive to capture a broad sample of the general public reflective of the demographics and with a particular focus on engagement with people who are disabled, elderly, low-income, have limited proficiency with English, and represent minority groups. We will work with the project partners to define goals specifically in this matter and track our progress, relying on coordination with VCTC staff to adjust our methods as needed.

Fehr & Peers will conduct targeted agency staff and VCTC Commissioner interviews over the course of the project to gather more data and perspective on priority issues defined by the steering committee. The structure and schedule for these interviews will be developed at the outset of the project in coordination with VCTC staff. Staff and Commissioner interviews are assumed to primarily occur during Task 2 and are included in the hours and budget assumptions for that task.

Our team will facilitate up to two focus groups. The nature of these focus groups will be developed early in the project, building upon our kick-off meeting and our initial steering committee session, which will provide more clarity around

which stakeholder groups are most important to hear from (and perhaps most difficult to reach through other methods).

Our team feels strongly that the perspective of the bus operators and other agency staff are a critical element, but with nine agencies to schedule around and the likely health safety concerns of hosting in-person meetings, it would be a challenge to reach all of the agencies within the time and budget proposed. Without speaking to these groups in-person, information can potentially be misconstrued. Because of the importance of this task, we recommend it be separated from the two focus groups identified in the RFP, and have therefore included an optional task for up to four one-hour sessions with bus operators and agency staff, which could be increased on a per-meeting basis. The exact arrangement of these meetings will be developed in coordination with VCTC staff and the project partners early in the study. To bolster these efforts, Fehr & Peers will produce a project poster that can be located in each agency's facility to communicate key information regarding the study and provide opportunities for operators and staff to provide direct input. A separate staff survey may be developed to further explore issues if needed.

We assume participation in up to two Commission meetings in addition to the steering committee schedule and other outreach activities.

Deliverables:

- Summaries of each steering committee meeting
- Summaries of each engagement activity (interviews, focus groups)
- Rider and non-rider survey analysis summary
- All public input summaries will be included in the appendix of the final report, and the relevant findings of these activities will be interwoven throughout the main body of the report

| Steering Committee Meeting | Month | Agenda/Meeting Contents | Key Questions | Desired Outcomes |
|--|-------|--|--|---|
| #1: Data Needs; Preliminary Goal Setting | March | -Introduce project -Review collected data -Project goal setting exercise | -What are your agency's priorities? -What is your desired outcome of the TIES? | -Project goals |
| #2: Transit Trends | May | -Summary of review of current and future transit trends that will impact how service is provided | -Which of these trends do you see as the most relevant to your agency? -Least relevant? | -Better understanding of sticking points and priorities of steering committee members |

| Steering Committee Meeting | Month | Agenda/Meeting Contents | Key Questions | Desired Outcomes |
|---------------------------------------|----------|--|---|---|
| #3: Governance & Labor Overview | June | -Summary of partner agency governance & labor structures -Introduction of other successful governance & labor structures | -What is working in your structure? -What would you like to see improved? -What is off the table in terms of reorganization? | -Better understanding of spectrum of viable consolidation options |
| #4: Gaps & Opportunities Report | August | -Key takeaways from Gaps & Opportunities Report -Full list of strategies to address identified gaps/opportunities | -Are there strategies missing from our list? | -Final list of strategies to be screened in Tier 1 |
| #5: Tier 1 Screening | October | -Outcomes of Tier 1 Screening | -Is there an alternative that is completely off the table? -Are there adjustments that need to be made (e.g. shifting strategies between alternatives) to make these more palatable? | -Three alternatives to bring to the Board meeting |
| #6: Presenting the Three Alternatives | December | -Outcomes of alternatives refinement, including impacts in all relevant areas (e.g. Financial, Physical Assets, Technology Systems, Fixed-Route, Paratransit, etc.) -Revisiting Goals | -Are the alternative scenarios consistent with your agency's goals? -Do any goals need to be updated as a result of the study? | -Refined goals for Tier 2 Screening |
| #7: Tier 2 Outcomes | January | -Alternatives Performance in Tier 2 screening | -Any final remarks? | -Finalized Tier 2 Screening to bring to Board Meeting |
| #8: Final Report & Next Steps | March | -Final Report -Next Steps | | |

TASK 5: FINAL EVALUATION REPORT

Key Staff: Jeremiah LaRose, Natalie Chyba

The consultant team will prepare a final report incorporating a visually-compelling executive summary of the evaluated scenarios and strategies, an implementation timeline for strategies that are near-term, medium or long-term, and next steps for VCTC and the project partners to undertake. The report body will provide clear rationale for the development of the scenarios linked with project partner priorities and explain clearly the anticipated actions, strategies and outcomes for each scenario. The report will roll up all the interim work products that detail the project process, stakeholder input, and data analysis.

Deliverable:

- Final Ventura County Transit Integration and Efficiency Study Report including recommendations and all supporting materials in appendices

EXHIBIT B

COMPENSATION SCHEDULE

Fee Proposal for VCTC Transit Integration and Efficiency Study

| Tasks | Fehr & Peers | | | | | | | | | Nelson\Nygaard | | | | | | | | | | | | NN Total Hours | NN Total Costs | Total Costs |
|--|------------------------------------|-----------------------------------|---------------------------------|-------------------------------------|----------------------------|--|---------------|-------------|--------------|----------------|----------------------------|--------------------------------|--------------------------|----------------------------|-------------|-------------|--------------------|--------------------|---|----------|----------|----------------|----------------|-------------|
| | Jeveriah LaRose Project Manager | Paul Jewel Principal-in-Charge | Natalie Chyba Senior Planner | Planner II Visual Communications | Planner I GIS / Planner | Josh Peterman, PE Engineering & Design Expert | Admin Support | Labor Hours | Direct Costs | Total | Hazel Scher Principal 1 | Cristina Barone Principal 1 | Tim Payne Principal 6 | James Gomez Associate 2 | Associate 2 | Associate 1 | Senior GIS Analyst | Senior GIS Analyst | Erin Pincoas-Ruth Senior Associate 1 | | | | | |
| | \$165 | \$130 | \$160 | \$135 | \$125 | \$285 | \$120 | | | | \$185 | \$185 | \$275 | \$200 | \$135 | \$105 | \$135 | \$155 | | | | | | |
| Task 1 - Project Management and Administration | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 Kickoff | 8 | 2 | 8 | | | | | 2 | 20 | \$170 | \$3,830 | 4 | 2 | 2 | | | | | 8 | \$1,660 | \$5,290 | | | |
| 1.2 Meetings & Project Management | 24 | 8 | 16 | | | | | 5 | 53 | \$460 | \$10,080 | 8 | 6 | 6 | | | 12 | | 32 | \$5,860 | \$15,940 | | | |
| Task 2 - Review of Integration and Efficiency Opportunities | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 Data Gathering/Review | 4 | | 8 | | 16 | | | 0 | 28 | \$200 | \$4,140 | | | | | | | | 0 | \$0 | \$4,140 | | | |
| 2.2 Financial Review | | | | | | | | 9 | 9 | \$0 | \$0 | | 16 | 4 | | | 24 | 24 | 68 | \$9,850 | \$9,850 | | | |
| 2.3 Physical Asset Review | 8 | | 4 | | 12 | | 16 | 4 | 44 | \$430 | \$8,930 | | | | | | | | 0 | \$0 | \$8,930 | | | |
| 2.3 Technology Systems Review | 16 | | 8 | | 4 | | | 3 | 28 | \$220 | \$4,540 | | | | | | | | 0 | \$0 | \$4,540 | | | |
| 2.4 Labor Force Review | 4 | | | | | | | 0 | 4 | \$30 | \$690 | | | 32 | | | 16 | 12 | | | \$12,220 | \$12,910 | | |
| 2.5 Governance and Coordination Review | 4 | | | | | | | 0 | 4 | \$30 | \$690 | 8 | 4 | 16 | 4 | 24 | | | 56 | \$10,660 | \$11,350 | | | |
| 2.6 Fixed-Route Service Review | 4 | | | | | | | 0 | 4 | \$30 | \$690 | | | | 8 | 24 | 32 | 20 | 92 | \$12,380 | \$13,070 | | | |
| 2.7 Pavement and Demand Response Systems Review | 4 | | | | | | | 0 | 4 | \$30 | \$690 | | | 6 | | 32 | | 8 | 20 | 66 | \$10,150 | \$10,840 | | |
| 2.8 Customer Service and Marketing Review | 8 | | 16 | 8 | 16 | | | 4 | 52 | \$370 | \$7,810 | | | | | | | | 0 | \$0 | \$7,810 | | | |
| 2.9 Customer Experience Review | 8 | | 16 | | 16 | | | 4 | 44 | \$320 | \$6,680 | | | | | | | | 0 | \$0 | \$6,680 | | | |
| Task 3 - Evaluation of Opportunities and Approaches | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 Stakeholder Goal Setting | 8 | 8 | 16 | | | | | 3 | 35 | \$340 | \$7,560 | | | | | | | | 0 | \$0 | \$7,560 | | | |
| 3.2 Financial Comparison | 2 | 4 | | | | | | 0 | 6 | \$60 | \$1,260 | | 52 | 4 | | | 40 | 32 | | 128 | \$19,480 | \$21,130 | | |
| 3.3 Physical Asset Comparison | 2 | 6 | 16 | 2 | 8 | | 8 | 4 | 46 | \$440 | \$8,220 | | | | | | | | 0 | \$0 | \$8,220 | | | |
| 3.4 Technology Comparison | 8 | 2 | 8 | 2 | | | | 2 | 22 | \$190 | \$3,920 | | | | | | | | 0 | \$0 | \$3,920 | | | |
| 3.5 Labor Force Comparison | 4 | 2 | | | | | | 0 | 6 | \$60 | \$1,260 | | | 16 | | 24 | | | 40 | \$7,540 | \$8,860 | | | |
| 3.6 Fixed-Route Service Comparison | 8 | | | | | | | 0 | 8 | \$70 | \$1,380 | 32 | | | 32 | 16 | 24 | 24 | 128 | \$20,240 | \$21,620 | | | |
| 3.7 Pavement and Demand Response Service Comparison | 4 | | | | | | | 0 | 4 | \$30 | \$690 | | | 16 | | 24 | | | 24 | 64 | \$11,360 | \$12,050 | | |
| 3.8 Customer Service and Marketing Comparison | 8 | 4 | 12 | 4 | 16 | | | 4 | 48 | \$330 | \$7,880 | | | | | | | | 0 | \$0 | \$7,880 | | | |
| 3.9 Governance and Coordination Comparison | 4 | 4 | | | | | | 0 | 8 | \$100 | \$2,000 | | 4 | 28 | 4 | 24 | | | 60 | \$12,430 | \$14,480 | | | |
| 3.10 Customer Experience Comparison | 8 | 4 | 12 | 4 | 16 | | | 4 | 48 | \$330 | \$7,880 | | | | | | | | 0 | \$0 | \$7,880 | | | |
| 3.11 Summary Report of Comparisons | 8 | 4 | 16 | 16 | 8 | | 2 | 5 | 59 | \$470 | \$9,920 | | | | | | | | 0 | \$0 | \$9,920 | | | |
| Task 4 - Public Input and Meetings | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 Steering Committee | 28 | 12 | 16 | 16 | | | 2 | 7 | 79 | \$710 | \$14,850 | 8 | 8 | 4 | 4 | | | | 24 | \$4,000 | \$19,710 | | | |
| 4.2 Surveys | 4 | 2 | 12 | 4 | 24 | | | 4 | 50 | \$360 | \$7,580 | | | | | | | | 0 | \$0 | \$7,580 | | | |
| 4.3 Focus Groups | 12 | | 16 | 8 | 16 | | | 4 | 56 | \$410 | \$8,510 | | | | | | | | 0 | \$0 | \$8,510 | | | |
| Task 5 - Final Evaluation Report | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 Final Evaluation Report | 8 | 4 | 16 | 8 | | | | 4 | 40 | \$330 | \$7,010 | | | | | | | | 0 | \$0 | \$7,010 | | | |
| Total for all Tasks | 206 | 66 | 216 | 72 | 152 | 28 | 60 | 800 | \$6,660 | \$139,570 | \$146,230 | 68 | 92 | 134 | 52 | 236 | 124 | 76 | 44 | 326 | 138,810 | \$278,380 | | |
| OPTIONAL TASKS, NOT ASSUMED IN TOTAL COST ABOVE | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 Peer Agency Interviews (assumes up to 3) | 12 | 6 | 12 | | | | | 3 | 33 | \$310 | \$6,430 | | 6 | 9 | | | | | 15 | \$3,565 | \$10,015 | | | |
| 6.2 Bus Operator Group Interviews (assumes up to 4) | 20 | 16 | 8 | 4 | | | | 5 | 53 | \$530 | \$11,210 | | | | 16 | | 8 | | 24 | \$4,010 | \$15,220 | | | |
| 6.3 Fixed Route Scenario Planning | 4 | 4 | | | | | | 1 | 9 | \$100 | \$2,120 | 16 | | | 24 | 16 | | 16 | | | \$14,200 | \$14,200 | | |
| 6.4 Big Data Travel Market Analysis | 16 | 4 | 8 | 8 | 24 | | | 6 | 66 | \$500 | \$10,460 | | | | | | | | 0 | \$0 | \$10,460 | | | |
| 6.4 Direct Costs (Streetlight Data or similar) | - | - | - | - | - | - | - | - | - | - | \$10,000 | | | | | | | | 0 | \$0 | \$10,000 | | | |

Notes:
 This fee proposal is valid for a period of 90 days from the proposal submittal date.
 Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
 Mileage is billed at the IRS rate plus 10% handling fee.
 Other direct costs include computer, communications, and reproduction charges are billed as a percentage of labor.
 Rates and staff are subject to change at any time, without notice, and within the total budget shown.

EXHIBIT C

Schedule

Fehr Peers + Nelson\Nygaard

VCTC Transit Integration Efficiency Study

