

**CONSULTING SERVICES AGREEMENT BETWEEN
THE VENTURA COUNTY TRANSPORTATION COMMISSION AND
FEHR & PEERS**

CONTRACT NO. 2023-CS-01

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 October 6, 2023 (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, 2025, 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 accordance with that degree of care, skill and diligence ordinarily exercised by professionals providing similar services in the same or similar locale and under 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 Seven hundred fourteen thousand, nine hundred and thirty-three dollars (\$714,933) 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 A, 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 actives performed during the invoice period for which Consultant expects to receive payment.

2.3 **Reserved.**

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 **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.
- 2.7 **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.
- 2.8 **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.
- 2.9 **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 two million dollars (\$2,000,000) 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 \$2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed twenty five thousand dollars (\$25,000) 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.

4.4 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, with the exception of 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 reasonably selected by VCTC, and hold harmless VCTC and its officials, officers, and employees 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 to the extent the injury, loss of life, damage to property, or violation of law is or was caused by the 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** Contractor declares that Contractor is a resident of the State of California in accordance with the California Franchise Tax Board form 590 ("Form 590"). 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 ("Work Product") 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 Work Product prepared specifically for VCTC is not necessarily suitable for any future or other use. VCTC and Consultant agree that, until final approval by VCTC, all such Work Product is confidential and will not be released to third parties without prior written consent of both Parties except as required by law. However, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than Consultant, its subconsultants, or VCTC ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant or its subconsultants prior to or independently of their performance of this Agreement ("Background IP"), including such Third-Party Content or Background IP that Consultant or its subconsultants may employ in its performance of this Agreement, or may incorporate into any part of the Work Product, shall not be the property of VCTC. Consultant, or its subconsultants as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP.

Consultant, and its subconsultants as applicable, grant VCTC an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Work Product. In the event the Work Product contains, or incorporates, any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, Consultant shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Work Product, where such licenses are necessary for VCTC to utilize and enjoy 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 VCTC Executive Director Martin 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

Steve Brown, Principal
Fehr & Peers
600 Wilshire Bl, Suite 1050
Los Angeles, CA 90017

VCTC

Martin Erickson Executive Director
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420 950 County
Square Drive, Suite 207
Camarillo, CA 93010

- 10.11 **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.

Exhibit A Scope of Services

Exhibit B
Exhibit C

Fee Schedule
FTA Certifications & Clauses

- 10.12 **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.
- 10.13 **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.
- 10.14 **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

Martin R. Erickson, Executive Director

Steve Brown

Steve Brown, Principal | Fehr & Peers

Approved as to Form:

Steve Mattas, General Counsel

EXHIBIT A
SCOPE OF WORK

6. Study Approach

Task 1 - Project Management

Fehr & Peers will serve as the consultant team project manager with Jeremiah leading the day-to-day project management and administration, reporting, scheduling meetings, preparing agendas and minutes. We understand and agree with the desired 18-month project schedule; following the TIES and Coordinated Services Plan, many of the elements are in place to move forward efficiently in the SRTP. Given the time spent on TIES, we will make every effort to complete this study on schedule and get actions underway that benefit riders. As our team progresses from analysis and engagement into recommendations, we will work with VCTC and the project partners to clearly identify actions and decision points that can proceed, as several cities and agencies have been holding on planned improvements in order to align their programs with recommendations from TIES.

Fehr & Peers will exercise a rigorous QAQC process throughout the project to ensure materials submitted to VCTC and stakeholders for review are all high quality and reasonably free of error. Our approach will follow the requirements specified in the RFP and we will prioritize communication and collaboration with VCTC to ensure the project remains on track and identify any potential issues and address them early.



Task 2 - Existing Conditions

Fehr & Peers will lead the existing conditions task and is well-positioned to update the project partner services and regional initiatives that have changed since the TIES existing conditions summary was completed in 2022. Since then, many pandemic-related suspensions have been restored and new efforts including microtransit pilots and regional fare programs have launched. We will work with VCTC and the project partners to ensure timely receipt of existing conditions data. An early action will be to thoroughly review the available data and GIS and identify any potential gaps that could affect this and later tasks.

The SRTP will rely heavily on maps, tables, charts and photos to inform staff and also be approachable for the general public. Our work will display detailed existing conditions and clearly lead the reader to the trends and takeaways that would inform all other aspects of the study, from what issues to probe in stakeholder engagement to what potential future service concepts could be explored. Given the different characteristics of the communities across the County, we envision the existing conditions as “cutsheet” style summaries that illustrate the local conditions of each community.

The service review and market assessment will incorporate recent studies and programs noted in the RFP and should consider other regional programs including Metrolink’s SCORE program, LOSSAN’s rail corridor plans, LA Metro’s plans that may affect service near the county boundary, and any relevant efforts by or in participation with SBCAG. We recommend including SBCAG as a project stakeholder to ensure integration with regional intercity buses and other joint transportation planning efforts.

Fehr & Peers’ specialty in travel market analysis builds on the traditional mapping of socioeconomic factors by incorporating real travel sample metrics from Streetlight Data. This method is described more extensively in the Innovative Approaches section. This analysis identifies any geographies our stakeholder engagement should place extra focus on soliciting participation; later, the Phase I stakeholder engagement (see Task 3) feeds back into the final market assessment to identify market segments and focus our planning efforts.

Assuming the Task 10 Countywide Paratransit Integration Analysis is authorized, Task 2 would expand to incorporate the paratransit current conditions and needs analysis.

Task 3 - Stakeholder Engagement

AMMA Transit Planning will prepare a three-phase Engagement and Outreach Plan, in draft, to be revised with VCTC input. The engagement phases are: I-Gather Input; II-Survey for Priorities and III-Input on Recommendations. The Plan will embrace VCTC outreach practices, informed by the TIES work effort and AMMA's recent national review of inclusive public engagement practices prepared for the *Community Transportation Association of America* to increase participation in the planning processes by historically disadvantaged communities. Public inputs throughout the Plan's phased activities will inform all stages of SRTP development.

An informative project website using Social PinPoint is central to gathering useful two-way exchanges throughout the study. And we expect to develop a Plan branding to visually connect its multiple engagement activities across Ventura County and over eighteen months.

Phase I- Initial Engagement to Identify Issues: Building upon TIES and the Coordinated Plan, this Task 3.1 *initial agency meetings* (first of three) will update consultant team members on agency perspectives, shaping topics for dialogue with broader community representatives. Task 3.2 *focus group stakeholder meetings* (up to four) will be organized by industry groups; for example, human services, education, health care, large employers which we have found to generate robust dialogue about both local, community-based and regional mobility challenges that stakeholders report on behalf of their respective constituents. Some initial stakeholder discussions may open the door to partnership interests and opportunities to be further explored in Task 8). *Rider focus groups* (four) will be recruited, with VCTC assistance and include at least one paratransit riders' group, to hear directly about what is working and what is not by users, what trips can be readily made and what needed transit trips are difficult to make. Well-promoted Task 3.3 *in-person community workshops* in eight settings, plus *three virtual workshops* will invite comment from the general public on both community-level and regional mobility concerns to inform Service Plan development, structured to identify rider experiences in what's working and what's not, and to get non-rider input as to barriers to use. We will coordinate with VCTC staff as they take the lead in the scheduling of and recruitment to these events, providing some additional stakeholder recruitment support.

Paratransit Task 10.3 Stakeholder and Public Engagement activities will be folded into this first phase. We will schedule *one paratransit operators' workshop*, as well as the noted *paratransit rider focus group*, to refine Paratransit

integration issues, challenges and opportunities. We expect to draw heavily upon the team's recent TIES work and Coordinated Public Transit-Human Services Plan development to identify potentially actionable service level, coverage, fare policy, access topics and more to bring forward.

Phase II – Surveying Riders/ Non-Riders for Input on Priorities: Working from the Phase I findings, we will design the study's extensive surveying in Phase II to provide quantitative direction for the Service Plans for each of the transit systems.

Task 3.4.1 *rider on-board surveying* will be based upon careful sampling methodology to review with VCTC to ensure that RFP sample expectations are met. The survey will include many of the same questions asked in previous surveys to permit comparisons over time and detect possible trends. The design of the passenger survey will utilize forced preference questions (e.g., more frequent service vs. service to additional destinations) to gain a better understanding of customer preferences. This survey effort will be implemented by vendor TEMPS, under our team's supervision, drawing upon their extensive public transit surveying experience across the SCAG region. For lightly-used fixed routes and demand response programs, we may use a mix of driver-assisted strategies to obtain input from riders.

Intercept surveying, likely using the on-board survey format, will also be undertaken by TEMPS, provided at a minimum in English and Spanish, and conducted at eight jointly-selected high use bus stops and five rail stations. We anticipate two surveyors in most locations during high-use periods.

For general public on-line surveying, Task 3.4.2 *countywide on-line survey* we will work actively with stakeholder agencies and organizations to assist VCTC in promoting the survey countywide, providing a variety of marketing assets, including news releases, social media posts, flyers and other collateral. Drawings of eight gift cards of \$100 will help to incentivize responses. The survey will seek to document perceptions of mobility need by market, by trip types and may explore general public preferences among trade-offs of coverage, frequency, convenience, directness and equity considerations. The online survey responses will be analyzed at the system and/or city levels.

At the end of Phase II, we will anticipate conducting a *second round of 3.1 agency stakeholder meetings* to present Phase I findings and to bring back Phase II survey results (on-board, intercept and countywide on-line).

Phase III – Input on Service Plan Development

Recommendations: Through community workshop experiences, this final phase seeks input from Ventura County constituents on the developing Task 4 and 5 Transit Service Evaluation/ Service Plans recommendations. It will extend partnership dialogue to support the Task 8 Partnerships Plan. It will support dialogue about Paratransit Integration of Task 10 through an additional stakeholder workshop and include the third round of 3.1 agency meetings.

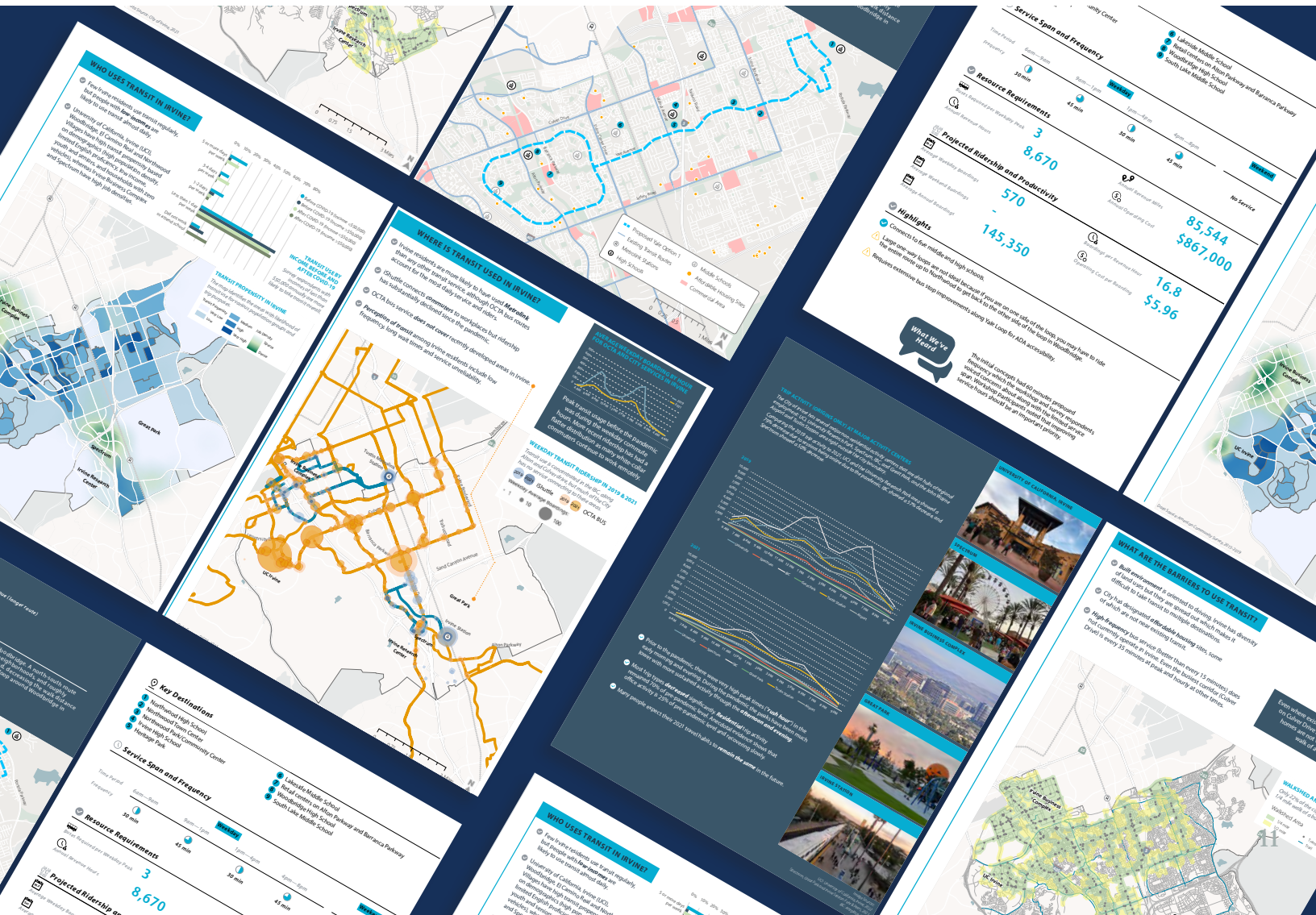
Task 4 - Service Assessment

This evaluation will highlight the strengths of the existing networks as well as opportunities for improvement. Passenger feedback from the surveys and public outreach, population characteristics and density, existing ridership patterns, and employment locations, coupled with some field work, will drive the analysis.

Performance standards will reflect a balance of stakeholder engagement, industry best practices, and acknowledgement that travel patterns and transit ridership remain fundamentally different than they were prior to the

pandemic. Each service will be summarized in a “cutsheet” style presentation with a map showing the route or service area relative to its city or subregion, statistics and performance metrics, and key takeaways from outreach. The linkage between local and regional services including the Intercity routes and Metrolink/Amtrak rail will be explored through rider survey data and intercept survey/site observations of transfer activity, in addition to the historical pre-pandemic context from the prior VCTC countywide transfer study. We will incorporate stakeholder engagement findings to provide clear context on service adjustments made during or since the pandemic that may be affecting trends and data; for example, an agency that may have decreased frequency on a route for a long period may have found ridership slow to return.

Our assessment of fixed routes will include an accessibility analysis using the Conveyal platform, which is later integrated into the Task 5 service plan development to quantify and visualize how proposed future scenarios affect access in each community and across the County at large. This is described in more detail in the Innovative Approaches section.



Task 5 - Service Plan Development

Working with VCTC staff, the team will develop initial options for local, commute, express, and intercity fixed-route, on-demand, and paratransit services, will estimate cost, ridership and revenue impacts of each option, and will develop a phased set of recommendations within established budget envelopes. Two goals will drive our work on this task:

1. Engage with riders and non-riders on service preferences and recommendations throughout the development process. As noted earlier, the on-board survey will include forced preference questions that help respondents to express their preferences in real-world situations with limited resources.
2. Produce fact-based recommendations for an updated service deployment that optimizes operating effectiveness and efficiency of the existing fixed-route network by creating new service, modifying route alignments, running times, frequencies, and spans of service, and fine-tuning service levels to ensure the best allocation of resources. Through its detailed analysis of ridership and productivity, the team can develop realistic alternatives to enhance productivity. Public engagement input on rider market opportunities can help to identify service plan recommendations to grow ridership.

The team notes that many service network issues are not under the direct control of transit agencies and/or would require significant increases in agency budgets. We also note that not all community requests are feasible or wise to implement, e.g., a low-density residential community requesting 15-minute service all day. The team offers a transparent analysis that focuses on the most efficient solutions for specific issues and prioritizes solutions by expected impact and by cost, while balancing equity concerns of ensuring transit access for highest need ridership groups

The strongest and best-utilized regional transit networks have a clear purpose for each route or part of the network as well as a blueprint for how all parts of the network work together and interact seamlessly. Based on the analyses in previous tasks, the service plans will answer the following questions:

- › Where should fixed routes operate?
- › What other service concepts can address identified gaps and deficiencies in the network?
- › How do the core fixed-route network and any new service concepts interact to create opportunities for

ridership growth?

- › What are the tradeoffs among service concepts?
- › How can the benefits of any recommendation outweigh the disadvantages?

The team will develop four scenarios for each agency, following the cost scenarios described in the Request for Proposals and including consideration of:

- › The base fixed-route networks, with any proposed additions
- › Coordination and integration with all service within Ventura County
- › Specialty services such as point-to-point peak period or “express” routes
- › Flexible/on-demand services, such as flex route/ deviated fixed route, general public demand response, or other on-demand service concepts to serve neighborhoods off the fixed-route grid.
- › The ability to deliver conceptual scenarios within the agency’s ZEB plans

As noted in Task 4, Fehr & Peers will use the Conveyal platform (described in the Innovative Approaches section) to compare the existing transit services to the developed scenarios in terms of access to transit, which can quantify how the service changes affect equity in terms of connecting disadvantaged communities to opportunity.

Task 6 - Capital Plan

Fehr & Peers will prepare the ten-year capital plan, working with VCTC during the initial data gathering to establish sufficient information from ZEB plans and various city programs already defined or in progress. We anticipate developing much of the capital plan through the agency stakeholder engagement process to explore potential issues and opportunities cities are exploring. Following Task 5, the capital plan will complement the service plans and reflect the transition to battery electric. Depending on the outcomes of Task 5, the evaluation of transit accessibility, the potential for transit agency integration, and the community engagement, the capital plan could include stop amenities, bus terminals, operations infrastructure, or administrative facility needs as well. Each project identified will also be evaluated in terms of its impact or benefit to multiple agencies and communities. These will be included as needed at a high level to frame out the potential funding needs.

Task 7 - Financial Plan

Our team will generate a range of funding and financing options matched to specific service plans and capital projects. Our approach will incorporate the available audit data for the participating agencies into a financial projection model with variables for fuel and energy expense, capital and construction costs, and revenue sources such as the fare policy scenarios developed in Task 9. The Financial Plan is potentially suited as a standalone or companion document to the SRTP to support VCTC's efforts in addressing critical revenue needs for local transit as well as Metrolink regional services.

In addition to local and state funding resources, the team will evaluate federal sources, such as Federal Transit Administration's (FTA) Small Starts, New Starts, and Low/No Emission Bus Grants, and U.S. DOT's RAISE grants, and new funding opportunities as part of the IJJA including examples such as transit access programs, electric vehicle charging infrastructure, and transit oriented development and FTA Mobility Innovation Programs. We recognize that anticipated revenues do not always cover the list of planned improvements. For this reason, we use project prioritization to determine a fiscally constrained project list that can be accomplished with the funds Ventura County can reasonably expect between now and the plan horizon year.



Task 8 - Community Engagement and Partnership Plan

The goals of this task are multifaceted and include: *expanding involvement* in transit planning processes, *growing awareness and use* of transit services and *improving perceptions* of public transportation as a community value. Building upon VCTC's successes in outreach, notably its APTA AdWheel Awards campaign and many other initiatives, this task address these goals by providing VCTC with tools for continued, meaningful engagement of constituencies across the entire county to establish agency policy and practice that extends and expands these successes.

Task 8.1 Mapping will establish a nuanced conceptual understanding of stakeholders and their access to respective communities, as well as updated contact lists of actual stakeholders and their organizations. Task 3 stakeholder engagement processes will help to widen the net of current Ventura County stakeholders, building upon AMMA's considerable involvement with Ventura County's public and human service agencies through two rounds of coordinated public transit-human services transportation plans. This will ensure comprehensive conceptual mapping of stakeholder categories and reflect the breadth of constituents and Ventura County communities they serve.

Task 8.2 Partnership Development: To gather input and help to identify potential partnerships, we envision at least two stakeholder workshops exploring partnership opportunities, undertaken in conjunction with Phase I Task 3.2 and in Phase III outreach, in relation to the study effort's developing recommendations.

Task 8.3 Partnerships Plan: We will develop a VCTC framework that builds upon and expands VCTC staff successes in marketing new initiatives and engaging new stakeholders. We will lean heavily upon AMMA's recent preparation for the *Community Transportation Association of America* (CTAA) of a white paper, *Lessons Learned In Inclusive Transit Planning*, that catalogued strategies used across the country to meaningfully involve priority, underserved populations in transit planning processes.

Task 9 - Fare Evaluation

Fares are one of the more complex challenges considered in TIES; fare revenues have been a policy issue each community exercise great control over and results in a lot of variation for customers, as well as difficulties with state TDA policy that has impacted various city finances in the past. For the SRTP, Fehr & Peers will engage both our transit experts from across the firm and our practitioners in Transportation Economics to provide a holistic analysis and recommendations for the project partners. We will analyze revenues from each agency, and for any with sufficient data, examine how fare changes in recent history have affected ridership. Some potential alternative sources to explore were identified in TIES such as a more countywide comprehensive route guarantee/institutional pass program.

This is an important topic to explore throughout the engagement with agency stakeholders and the public, as perceptions and understanding of “equity” differ greatly not only between those groups but between communities. Our objective is to hear the many stakeholder perspectives, evaluate the opportunities, and provide VCTC a set of implementable, phased actions that have clearly defined expectations and implications for revenue, ridership, and equity. In many cases, the near and medium-term opportunities in fare policy may lay groundwork for future connectivity achieved through the long-term TIES goals.

Task 10 - Countywide Paratransit Integration Analysis

Ventura County’s various paratransit programs are complicated, confusing to their constituents, and don’t readily serve needed cross-jurisdiction trips, although there is uncertainty as to what levels of cross-county trips may be needed. This task’s goal is to develop a framework for integrating paratransit services to cost-effectively and efficiently meet local and regional paratransit trip needs. To do so, we will build upon the TIES integration alternatives to consider operational integration in such areas as rider registration, call center operations, interoperable trip dispatching, shared vehicle use and reporting, among others functional ways of integrating paratransit service. To varying degrees, these functions could be maintained by the individual operator or enfolded into a singular, countywide operation. We recognize that although there are nine different systems, some steps towards coordination have already been made, including through ECTA and agreements between Camarillo and Gold Coast. This task will expand and build upon those, laying solid

groundwork for moving to a rider effective and cost-effective paratransit program for Ventura County.

F&P’s work on TIES with some overlap with current and past Coordinated Plan work, coupled with AMMA Transit Planning’s decades’ long experience in provision and evaluation of paratransit services, will inform the assessment of current conditions and documented areas of need among the County’s paratransit systems (excluding Gold Coast’s Go Access, except at a review level). Like the base project, the conditions and needs analysis will present the areas of coverage and performance metrics with high-quality graphics and charts that clearly identify needs, underserved areas and times, gaps and opportunities to address.

Interviews with operations managers, drivers and site-based work will seek to surface operational challenges these systems confront, for example in relation to trip reservations, trip scheduling and dispatch, maintenance, garaging and other functions that can offer opportunity for integration and/or collaboration.

Through our national network of paratransit programs garnered through long participation in the TRB Paratransit Committee and other national work, we will identify relevant best practices and successful examples of integration that could benefit Ventura County’s diverse environments (Task 10.2), to conduct a brief round of peer interviews with regions that have integrated paratransit services.

We have enfolded the stakeholder and public engagement activities of Task 10.3 into Phase I Engagement activities, anticipating a paratransit providers’ workshop and at least one paratransit rider focus group. The Phase II Public Engagement surveying opportunities will further inform Paratransit Integration topics, potentially by quantifying regional unmet transit need or trip types needing demand response service. We will use Phase III public engagement activities, specifically agency meetings and another paratransit workshop, to further delineate integration opportunities.

Because our team is examining the issue holistically, we’ll also consider how recommendations in the fixed route and on-demand services could affect needs and opportunities for paratransit, including reducing physical barriers to accessing other services. With agency operational data we will build a model of total cost versus benefit, as measured by population served (all of these from prior tasks), compared with a singular integrated agency. The integration strategies task will refine the work from the Coordinated Plan and TIES to provide agencies with a clear action plan.



September 21, 2023

Jason Miller
Principal, Fehr & Peers
600 Wilshire Bl, Suite 1050
Los Angeles, CA 90017

Subject: Best and Final Offer (BAFO) Request for VCTC's 2025-2034 Short Range Transit Plan Update

Dear Jason Miller,

VCTC is requesting a Best and Final Offer (BAFO) to be submitted to Aubrey Smith via email at asmith@goventura.org no later than **Friday, September 22, 2023 at 5:00 pm (PST)**. If the BAFO is submitted after the deadline, the BAFO may be rejected in its entirety.

The BAFO shall be based on the terms and conditions set forth in the RFP, all addendum, all written clarifications to-date, and all considerations outlined below.

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

The considerations are as follows:

The validity of proposal and offer in its entirety shall be extended for an additional sixty (60) calendar days and shall be stated as such in your BAFO response(s).

A. STAKEHOLDER ENGAGEMENT

1. Please revise cost proposal to reflect the following efforts as it relates to a modification to Section 3 – Stakeholder Engagement, 3.1 Agency Stakeholder Meetings:
 - a. CTAC/SSTAC – up to 2 meetings (in-person)
 - b. TRANSCOM – up to 3 meetings (2 remote with 1 in-person)
 - c. No TTAC meetings will be required as part of this project
 - d. HVTAC – up to 2 meetings (in-person)
 - e. HVPAC – up to 2 meetings (in-person)

2. Please revise cost proposal to reflect the following efforts as it relates to a modification to *Section 3 – Stakeholder Engagement, 3.2 Focus Groups*: VCTC will keep the number of focus group meetings at **three** but two meetings will be in-person and one will be virtual.
3. Please revise cost proposal to reflect the following efforts as it relates to a modification to *Section 3 – Stakeholder Engagement, 3.3 Community Workshops*: VCTC makes the following modifications to this subtask:
 - a. One in-person community workshop for VCTC Intercity service
 - b. Two in-person general community workshops (east and west county)
 - c. ~~Three~~ **Two** virtual community workshops to accommodate work schedules (time of day and day will be determined at a later date)
4. *Section 3 – Stakeholder Engagement, 3.4 Rider Surveys*: VCTC acknowledges that it will solicit input regarding the development of a survey but that VCTC will have final approval over survey design and deployment. Please revise the cost proposal to reflect this role being performed by VCTC.
5. Please revise cost proposal to reflect the following efforts as it relates to a modification to *Section 3 – Stakeholder Engagement, 3.4 Rider Surveys*: VCTC will coordinate on distributing surveys to operators who offer infrequent service in outlying areas within the county. Please revise the cost proposal to reflect this role being performed by VCTC.
6. *Section 3 – Stakeholder Engagement, 3.4 Rider Surveys*: VCTC will assist with using existing VCTC channels to distribute non-English oriented surveys. Please revise the cost proposal to reflect this role being performed by VCTC.
7. *Section 3 – Stakeholder Engagement, 3.4 Rider Surveys*: Dial-a-Ride surveys will be distributed via mail. VCTC will provide a distribution list and will be responsible for all printing materials (i.e. printed materials, postage, etc.). The consultant shall be responsible for assisting in developing the text for the materials. VCTC will assist in identifying general DAR customers from other operators where applicable (e.g. Camarillo DAR and Moorpark On Demand). Please revise the cost proposal to reflect this division of responsibilities between VCTC and consultant.
8. Please revise cost proposal to reflect the following efforts as it relates to a modification to *Section 3 – Stakeholder Engagement, 3.4 Rider Surveys*: VCTC will coordinate with Metrolink to provide the consultant with data from its recent Station Connectivity Enhancement Plan and will also work with Metrolink to identify specific Ventura County Line riders (current riders/former riders) for targeted surveys.

B. FINANCIAL PLAN

1. Please describe your approach to developing a methodology and establish data requests ensuring that differences in cost accounting can be addressed at the onset of the project in order to reduce the amount of effort expended for this task.

C. COUNTYWIDE PARATRANSIT INTEGRATION ANALYSIS

1. Please revise the cost proposal to reflect a breakout of Task 10.1 – Existing Conditions and Needs Analysis into two separate deliverable components. Each subtask deliverable will include a technical memorandum that will contain summaries of the consultant's findings, progress, and how that informs next steps. The technical memorandum will feature maps and charts that clearly show the reader the context and key takeaways.
2. Please acknowledge and confirm that the consultant will perform the following scope revisions for Task 10.2 – Best Practices and Benchmarking: Work will include a desk survey of the practice as well as brief peer agency interviews. The consultant will utilize their national network of paratransit programs garnered through their participation in the TRB Paratransit Committee and other national work. They will identify relevant best practices and successful examples of integration that could benefit Ventura County's diverse environments and will conduct a brief round of peer interviews with regions that have integrated paratransit services. VCTC does not believe this task is best suited to breaking out a separate stakeholder interview subtask. The task itself is to gather additional guidance from peer agencies that expand on best practices that the consultant firm is already bringing to the table from their own expertise and published research. The deliverable for this task will be a technical memorandum that contains a summary of best practices in regional paratransit integration based on published research and expanded on by peer interviews. This step is distinct from Task 3 - Stakeholder and Public Engagement and does not involve "stakeholders" - only peer agencies who can offer guidance.
3. Please acknowledge and confirm that Task 10.3 – Stakeholder and Public Engagement will include three phases, beginning with a paratransit providers workshop (stakeholders) and at least one paratransit rider focus group (public engagement) to identify issues. In a second phase to gather input on priorities, we will survey paratransit riders across all agencies. The third phase includes another agency workshop and another paratransit rider workshop to gather input on and prioritize proposed integration opportunities.
4. Please acknowledge and confirm that the second paragraph regarding technology identification contained in the Integration Strategies Task will be relocated as a subtask within the Task 10.2 – Best Practices Technical Memorandum.

D. REVISED CONTRACT

1. At the issuance of this BAFO, VCTC accepts proposed the changes contained in Fehr & Peers proposal submitted on July 28, 2023.
2. VCTC intends to incorporate the optional Task 10. Please acknowledge in your BAFO that if VCTC incorporates Task 10, there will be an additional Memorandum of Understanding (MOU) as it relates to Task 10 – Countywide Paratransit Integration Analysis which will solely be funded by the Southern California Association of Governments (SCAG) Regional Early Action Planning 2.0 Grant. The consultant will need to comply with all requirements contained in the MOU as finalized and approval by VCTC's Legal Counsel. VCTC expects to receive and finalize this MOU by

November 2023, but this is subject to change. Task 10, which is an optional task, will not be exercised until the MOU is approved by VCTC's Commission. However, all other tasks are funded by VCTC and can be started with the issuance of a Notice to Proceed.

E. OTHER ITEMS

1. Fehr & Peers shall identify any possible areas within the scope of work for cost savings and/or efficiencies that do not inhibit VCTC's ability to achieve the requirements and goals contained in the scope of work.

Sincerely,

Aubrey Smith

Aubrey Smith

Program Manager – Regional Transit Planning

- End of Document -

EXHIBIT B

FEE SCHEDULE

This is a fixed-price agreement with an overall amount not to exceed \$714,933 for the term of the contract.



Short Range Transit Plan FY 2025 - 2034
Cost Proposal Form

Firm Name:

Fehr & Peers

Cost Proposal Summary

GRAND TOTAL BASE	\$	472,355.00
GRAND TOTAL OPTION(S)	\$	242,578.00
GRAND TOTAL	\$	714,933.00

Signature:

Steven J Brown

EXHIBIT C

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CERTIFICATIONS & CLAUSES

ATTACHMENT C – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

1. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally-mandated statewide overall DBE goal.

The goal for DBE participation for this contract is 13%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 40 CFR, Part 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 40 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or such other remedy as VCTC deems appropriate.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

A DBE firm may be terminated only with prior written approval from VCTC and only for the reasons specified in 40 CFR 26.53(f). Prior to requesting VCTC consent for the termination, CONSULTANT must meet the procedural requirements specified in 40 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such as extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared and submitted on the form entitled "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-24-2F [Exhibit 17-F of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report -Utilization of

Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Manager.

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to VCTC’s Contract Manager within 30 days.

No later than Thirty (30) working days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by VCTC for good cause pursuant to provisions below.

No later than Thirty (30) days after receiving payment of retention from VCTC for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by City for good cause pursuant to provisions below.

CONTRACTOR may only delay or postpone any payment obligation (or retention) to any of its subcontractors for services rendered arising out of or related to this Agreement where, in VCTC’s sole estimation, good cause exists for such a delay or postponement. All such determinations on VCTC’s part that good cause exists for the delay or postponement of CONTRACTOR’s payment obligation to its subcontractor must be made prior to the time when payment to the subcontractor would have been otherwise due by CONTRACTOR.

4. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”), and subcontractors agree as follows:

A. COMPLIANCE WITH REGULATIONS:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that

it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Contract:

- 1. Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 2. Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 3. Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Immigration and Naturalization Act of 1986 – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

D. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

E. INFORMATION AND REPORTS:

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to VCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE:

In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, VCTC shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS:

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. SUBCONTRACTS

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

5. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide VCTC, the FTA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FTA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the FTA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. TERMINATION

Termination for Convenience - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCTC that the Contractor had an excusable reason

for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

7. SUBCONTRACTORS' CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

A. The Contractor shall include in each subcontract exceeding \$100,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding \$100,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.

B. Each subcontractor with a subcontract exceeding \$100,000 shall certify as follows:

Subcontractor's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. **Attached in subconsultant forms** _____ ("subcontractor") certifies, by submission of its proposal to _____ ("Contractor"), that neither it nor its "principals" (as defined in 49 CFR 29.105(p)1 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by any Federal department or agency.

2. If subcontractor is unable to certify to the statements in the certification, subcontractor has attached a written explanation to its proposal to the Contractor.

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the City which would cause the City to be in violation of the FTA terms and conditions.

10. LOBBYING

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

11. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Clean Air

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to VCTC that the governing air pollution control criteria will be met.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

B. Clean Water

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

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

C. Energy Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

12. RECYCLED PRODUCTS

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

13. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the VCTC which would cause the VCTC to be in violation of the FTA terms and conditions.

14. BREACHES AND DISPUTE RESOLUTION PROCEDURE

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by VCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a

limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. FLY AMERICA

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

16. CARGO PREFERENCE

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles;

Distracted Driving, Including Text Messaging While Driving

The Contractor agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and the following U.S. DOT Special Provision pertaining to Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract, or when performing any work for or on behalf of VCTC. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. The Contractor agrees to include the provisions of the preceding sentence in its subcontracts entered into under this Contract.

18. ADDITIONAL NOTICE TO U.S. DOT INSPECTOR GENERAL

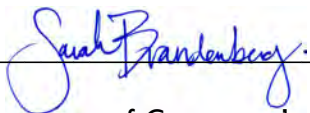
The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is 95 located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Contract receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement funded through FTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

FORM H – CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), **Fehr & Peers** CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.



Signature of Contractor's Authorized Official

07/24/2023
Date

Sarah Brandenburg, Chair of the Board
Typed Name and Title of Contractor's Authorized Official

FORM I – CERTIFICATION OF RESTRICTIONS ON LOBBYING

As required by U.S. DOT regulations, “New Restrictions on Lobbying,” at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of **Fehr & Peers**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, “Disclosure Form to Report Lobbying,” would be submitted and would include all information required by the form’s instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Sarah Brandenburg, Chair of the Board
Signature & Title of Authorized Official

07/24/2023

Date

FORM H – CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), **AMMA Transit Planning, Inc.** CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.



Signature of Contractor's Authorized Official

7/17/2023
Date

Dennis Brooks, Vice President
Typed Name and Title of Contractor's Authorized Official

FORM I – CERTIFICATION OF RESTRICTIONS ON LOBBYING

As required by U.S. DOT regulations, “New Restrictions on Lobbying,” at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of AMMA Transit Planning, Inc., to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, “Disclosure Form to Report Lobbying,” would be submitted and would include all information required by the form’s instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Dennis Brooks, Vice President

7/17/2023

Date






100623_M_Con 2023-CS-01_714933

Final Audit Report

2023-09-28

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