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## Request for Proposals

# Environmental Impact Report for Connected 2050, the 2021 Santa Barbara County Regional Transportation Plan & Sustainable Communities Strategy

And

# Technical assistance in setting CEQA Transportation Impact Threshold

**Issued:** May 11, 2020

**Questions Due:** May 27, 2020

**Deadline for Submission:** June 12, 2020, 5:00 pm PDT

**Submit all questions and proposals to SBCAG:**

Michael Becker, Director of Planning

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**Member Agencies**

Buellton ■ Carpinteria ■ Goleta ■ Guadalupe ■ Lompoc ■ Santa Barbara ■ Santa Maria ■ Solvang ■ Santa Barbara County

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## INTRODUCTION

The Santa Barbara County Association of Governments (SBCAG) is seeking proposals from qualified consultants to assist in the development of an Environmental Impact Report (EIR), in accordance with the California Environmental Quality Act (CEQA), for the Connected 2050 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) (referred to as "Connected 2050"). A National Environmental Policy Act (NEPA) review of the RTP-SCS is not part of the scope of work for this project. The EIR also will be prepared in order to comply with all recent legislation, including the Sustainable Communities and Climate Protection Act of 2008 (SB 375, Steinberg).

An EIR was prepared for SBCAG's 2013 RTP-SCS. A Supplemental EIR was prepared for SBCAG's 2017 RTP-SCS. Connected 2050 includes ten additional years (2040-2050) that were not included in the current and prior RTP-SCSs. Additionally, SBCAG updated its Regional Growth Forecast (RGF) in advance of Connected 2050, updated its methodology for identifying environmental justice communities, and the region will be satisfying the Regional Housing Needs Allocation (RHNA) alongside the preparation of Connected 2050. For these reasons, SBCAG feels a new EIR is appropriate, but a respondent may propose an alternative.

The RTP is used to guide the development of the Regional and Federal Transportation Improvement Programs (RTIP and FTIP) as well as other transportation programming documents and plans. The RTP outlines the region's goals and policies for meeting current and future mobility needs, providing a foundation for transportation decisions by local, regional and State officials that are ultimately aimed at achieving a coordinated and balanced transportation system. The RTP identifies the region's transportation needs and issues, sets forth actions, programs, and a plan of projects to address the needs consistent with adopted policies and goals, and documents the financial resources needed to implement the plan. As required, the RTP consists of a policy, action, financial and environmental element. The EIR will serve as the RTP's environmental element.

SBCAG relies on the CEQA thresholds set by the County of Santa Barbara. In setting a transportation impact threshold to satisfy SB 743 (Steinberg, 2013), the County set its threshold focusing solely on unincorporated portions of the region. The County assembled all data for a regional threshold. This RFP seeks a contractor to work with SBCAG staff to use available data to set a region-wide transportation impact threshold as closely aligned to the County as possible.

Connected 2050 is the seventeenth update of the original RTP, adopted by SBCAG in 1975. SBCAG has budgeted \$150,000 for completing the work outlined in this RFP. Proposals shall be submitted in digital format to [mbecker@sbcag.org](mailto:mbecker@sbcag.org) by 5:00 p.m. on **Friday, June 12, 2020**. The final EIR shall be completed for approval by the SBCAG Board of Directors by **July 16, 2021** and the transportation impact threshold shall be completed for approval by the SBCAG Board of Directors in advance of the EIR.

## BACKGROUND

### A. AGENCY

SBCAG is an association of local governments within Santa Barbara County. Its members include the cities of the region, which consist of the Cities of Buellton, Carpinteria, Goleta, Guadalupe, Lompoc, Santa Barbara, Santa Maria, Solvang, and the County of Santa Barbara. SBCAG is the Metropolitan Planning Organization (MPO), Regional Transportation Planning Agency (RTPA), Local Transportation Authority (LTA), Airport Land Use Commission (ALUC), Service Authority for Freeway Emergencies (SAFE), and Affiliate Census Center and Congestion Management Agency (CMA) for Santa Barbara County.

### B. LAW

Since the mid-1970s, with the passage of AB 69 (Chapter 1253, Statutes of 1972), California State law has required the preparation of RTPs to address transportation issues and assist local and State decision-makers in shaping California's transportation infrastructure. The California RTP Guidelines were first adopted by the California Transportation Commission (CTC) in 1978 and subsequently revised in 1982, 1987, 1991, 1992, 1994, 1999, 2007, 2010, and 2017.

SB 375 (Steinberg, 2008) requires the 18 MPOs in the state to identify a forecasted development pattern and transportation network that will meet greenhouse gas emission reduction targets specified by CARB through its RTP planning processes. SBCAG, as the regional transportation planning agency, is responsible for the development, update, and adoption of this RTP. SBCAG must update its RTP at least every **four (4) years**. SBCAG adopted its first RTP in 1975 and updated it most recently in 2017 with adoption in August 2017.

The Connected 2050 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) is comprised of goals, policies, and objectives, as well as a list of transportation network improvements and transportation programs that are intended to improve movement of people and goods through the region. The region includes the cities of Buellton, Carpinteria, Goleta, Guadalupe, Lompoc, Santa Barbara, Santa Maria, Solvang, and the County of Santa Barbara.

### C. GEOGRAPHY & TRANSPORTATION

Santa Barbara County, located on the south central coast of California, consists of two regions: the coastline south of the Santa Ynez mountains, identified as the "South Coast," and the inland and northern portion of the County, identified as the "North County." Santa Barbara County occupies 2,745 square miles of land, has 1,989 miles of roadway and has a population of over 423,000. Santa Barbara County is also divided by geographical regions: South Coast, Cuyama, Santa Ynez, Lompoc and Santa Maria sub-regions (Figure 1).

The transportation system for Santa Barbara County consists of U.S. and State highways, local arterials and roadways, bicycle and pedestrian facilities, public transit, airports, and passenger and freight rail (Table 1).

Working within the existing transportation system and continuing with the development of an integrated, multi-modal regional system, SBCAG faces several challenges. These include:

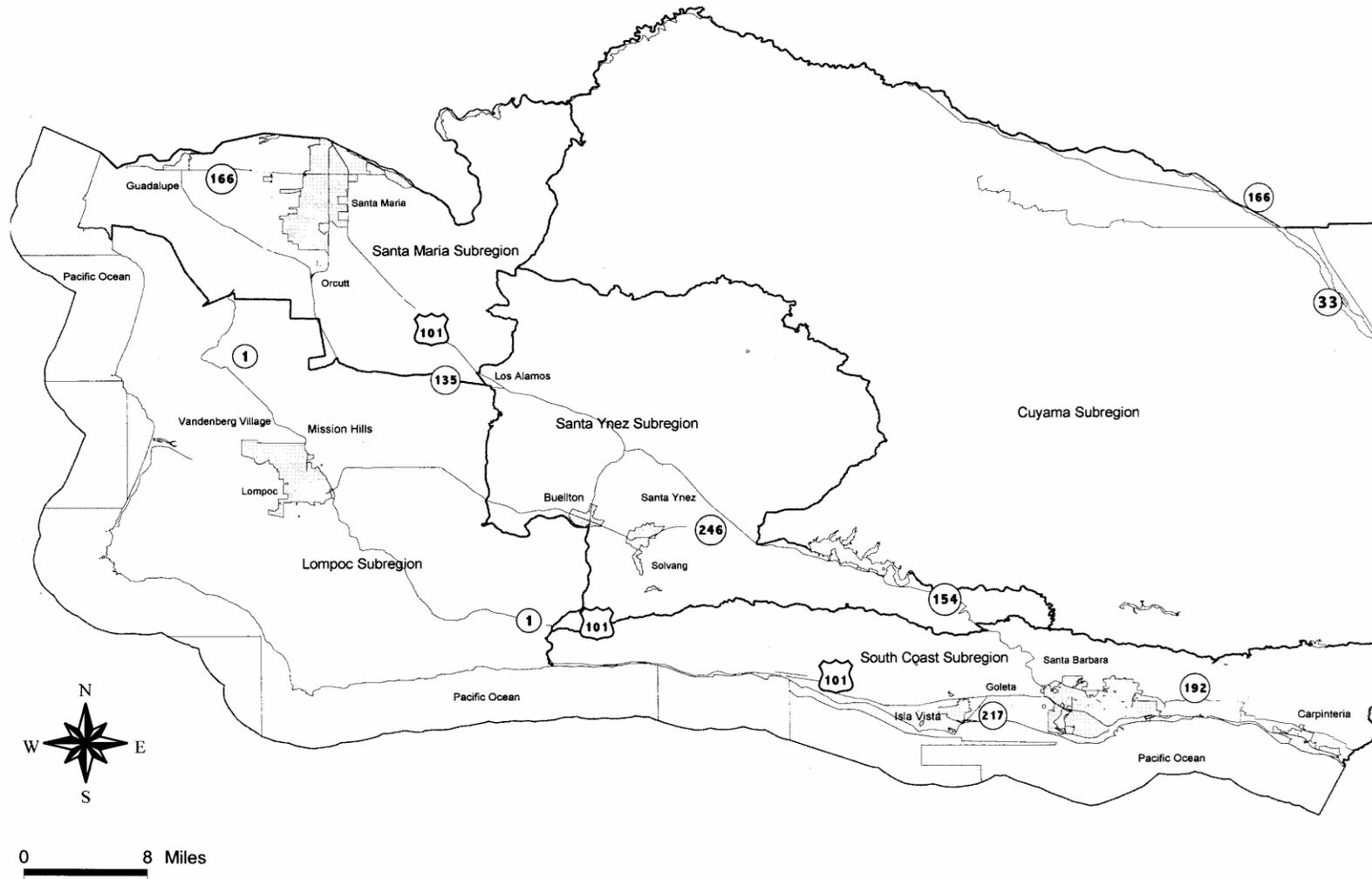
- Funding
- Jobs/Housing Imbalance
- Population Growth
- Reliance on Single Occupancy Vehicles
- Demographic Changes
- Economic Growth and Business Trends
- Quality of Life

Connected 2050 aims to address the bulleted issues by creating goals, policies, and objectives that will mesh with transportation network improvements and transportation programs throughout the region.

SBCAG seeks a qualified consultant to prepare a Program Environmental Impact Report (EIR), in accordance with the California Environmental Quality Act (CEQA), for Connected 2050. As stated before, the EIR also will be prepared in order to comply with all applicable legislation, including SB 375 (Steinberg, 2008). Additionally, Connected 2050 is subject to new requirements established in the FAST Act. A National Environmental Policy Act (NEPA) review of the RTP-SCS is not part of the scope of work for this project.

FIGURE 1 SANTA BARBARA COUNTY SUBREGIONS

### Santa Barbara County Subregions



**Table 1: Santa Barbara County Transportation System**

Region	Non-motorized Transportation <sup>1</sup>	U.S. and State Routes	Park-n-Ride Lots	Public Transportation <sup>2</sup>	Airport Facilities	Rail Facilities
North County	Santa Barbara County Regional Bikeway System (SBCRBS)					
Santa Ynez Valley City of Solvang City of Buellton Ballard Los Olivos Santa Ynez	SBCRBS (Bicycle elements w/in City of Solvang Traffic Circulation Plan Update 2004-05) (The City of Buellton Bicycle and Pedestrian Master Plan, 2012 )	101 154, 246	Hwy 246 & 154	Santa Ynez Valley Transit (SYVT) Clean Air Express Wine Country Express Breeze 200	Santa Ynez Airport	Amtrak Bus Connector
Lompoc Valley City of Lompoc Mission Hills Vandenberg Village Vandenberg Air Force Base	SBCRBS Active transportation plan in development	1 & 246	7 <sup>th</sup> & Ocean (Hwy 1) : planned	City of Lompoc Transit (COLT) Clean Air Express Wine Country Express Breeze 100	Lompoc Airport Vandenberg Airport	Amtrak Surf Station Amtrak Bus Connector Union Pacific (freight)
Los Alamos		101, 135		Breeze 200		
Santa Maria Valley City of Santa Maria City of Guadalupe Orcutt	SBCRBS Bicycle Masterplan (City of Santa Maria) City of Guadalupe Bicycle & Pedestrian Master Plan, 2014	101 135 & 166	Clark Ave & Hwy 101  Clark Ave & SR 135.	Santa Maria Area Transit (SMAT) Clean Air Express Guadalupe Transit	Santa Maria Public Airport	Amtrak Guadalupe Sta. Union Pacific Santa Maria Valley Railroad (freight)

<sup>1</sup> SBCAG adopted the Regional Active Transportation Plan in August 2015, which is applicable to the entire SBCAG region.

<sup>2</sup> SBCAG adopted the regional Park & Ride Study in August 2014.

**Table 1: Santa Barbara County Transportation System (Continued)**

Region	Non-motorized Transportation	U.S. and State Routes	Park-n-Ride Lots	Public Transportation	Airport Facilities	Rail Facilities
Cuyama New Cuyama		33 & 166		Cuyama Transit	New Cuyama	
South Coast	Santa Barbara County Regional Bikeway System(SBCRBS)				Santa Barbara Municipal Airport	Amtrak (passenger) Union Pacific (freight)
City of Carpinteria	SBCRBS Active transportation plan in development	101 150 & 192	Bailard & Hwy 101 – planned for 2006	Carpinteria Area Rapid Transit (CART) Coastal Express MTD		Carpinteria Station
Summerland	SBCRBS	101 192		MTD		
Montecito	SBCRBS	101 144 & 192		MTD Easy Lift		
City of Santa Barbara	SBCRBS Bicycle Masterplan in development Pedestrian Masterplan	101 144,154, 192 & 225		MTD Easy Lift Coastal Express		Santa Barbara Station
City of Goleta	SBCRBS Active transportation plan in development	101 217		MTD Easy Lift Clean Air Express Coastal Express		Goleta Station
Isla Vista	SBCRBS	101		MTD Easy Lift		

**RELATED PROJECT INFORMATION**

The following are important items of information related to the project:

- SBCAG will be administering the resulting agreement and will be the CEQA lead agency. Staff from SBCAG will monitor and assess progress of the work product produced by the consultant during regularly scheduled Project Development Team (PDT) meetings. The consultant will be expected to produce a timeline under which the work product is to be delivered on time and on budget.
- All final approvals for all documents and work products generated as a result of the resulting agreement will be made within SBCAG's sole discretion.
- SBCAG will be responsible for CEQA-related filing fees.

The following background material is available on **SBCAG's website** for use by consultants who have determined that they will submit a proposal in response to this RFP:

- The adopted 2016 Regional Transportation Improvement Program (RTIP)
- The 2015 Measure A Strategic Plan
- The adopted Fast Forward 2040 Regional Transportation Plan and Sustainable Communities Strategy
- The certified Final Supplement to an EIR (August 2017) for the Fast Forward 2040 Regional Transportation Plan and Sustainable Communities Strategy
- The goals, objectives, and performance measures for the Connected 2050 RTP and SCS

**PROJECT DESCRIPTION**

SBCAG is currently preparing the Connected 2050 for the area of the Santa Barbara County region and plans to contract with a consultant to prepare an EIR pursuant to CEQA. Connected 2050 will address all modes of transportation including motor vehicles, transit (commuter and local), rail (commuter and inter-regional), goods movement (rail freight and trucking), bicycle and pedestrian facilities, aviation and systems management. In accordance with State and federal guidelines, the RTP is updated every **four (4)** years. With the last RTP update (2017), a Supplement to an EIR was prepared. An EIR for Connected 2050 is necessary to evaluate potentially significant environmental effects of the plan and to identify strategies to avoid or mitigate their significant environmental effects.

Connected 2050 will identify the regional transportation network and significant corridors, and the integration of transportation modes with a focus on mobility opportunities. The EIR will analyze project impacts on the physical environment in accordance with CEQA recommendations, including but not limited to:

- Land Use
- Visual Resources
- Transportation
- Air Quality
- Noise
- Energy
- Geology
- Hydrology & Water Resources
- Biological Resources
- Cultural Resources
- Environmental Justice

### CONSULTANT SCOPE OF SERVICES

SBCAG seeks a qualified consultant to develop a Program EIR for the Connected 2050 RTP and SCS. The EIR must conform to the requirements of the CEQA and requires adherence with or reference to:

- The Fixing America's Surface Transportation Act (FAST Act) and or subject to reauthorization legislation to the FAST Act
- The Federal Clean Air Act
- The California Clean Air Act
- California Senate Bill 375 (Steinberg, 2008), as amended (referred to as "SB 375")
- California Senate Bill 743 (Steinberg, 2013), as amended (referred to as "SB 743")

The EIR will be a program-level document that will analyze the cumulative effects of proposed actions, as well as other transportation improvements to be included in the 2021 update of the Connected 2050. The consultant will provide all work products in hard copy and digital format, including all maps, charts, figures and graphs. Approval of the final EIR by the SBCAG Board of Directors must be completed no later than **August 19, 2021**.

In addition to the EIR, the consultant will be responsible for assisting SBCAG with setting a CEQA threshold for transportation impact (vehicle miles travelled (VMT)) pursuant to SB 743. The County of Santa Barbara, with the assistance of Fehr and Peers, set CEQA VMT thresholds for unincorporated portions of the region and data is available to formulate the County's threshold to one applicable to the region. The consultant may also draw from the threshold set by the California Department of Transportation (Caltrans) to assist with this task.

The consultant will be responsible for the following tasks, including any applicable CEQA requirements not specifically listed:

#### **A. DEVELOP TRANSPORTATION IMPACT THRESHOLDS FOR SBCAG**

As an initial project task, the consultant shall obtain applicable data from the County of Santa Barbara and re-formulate the data for the development of transportation impact thresholds applicable to the

SBCAG region and consistent with the requirements of SB 743. SBCAG staff will present the consultants work to the Joint Technical Advisory Committee (JTAC), the advisory committee for the RTP-SCS, and to the SBCAG Board. This task will be deemed complete upon SBCAG Board approval of a CEQA VMT threshold, which is expected to be completed in calendar year 2020.

#### **B. PROJECT INITIATION / DATA COLLECTION**

To ensure prompt completion of tasks and to maintain clear communication, applicable consultant staff will attend a kick-off meeting with SBCAG the first week of the project. There, the project schedule will be finalized and communication protocols will be agreed upon. Roles and responsibilities as well as internal deadlines will be established. Data collection will be accomplished in coordination with SBCAG staff to obtain relevant existing reports, such as the draft 2021 RTP network, draft 2021 RTP, and all materials related to implementation of the SCS as they are developed. SBCAG will provide all available descriptions of the SCS future land use scenarios, air quality and traffic modeling results, publications, resource maps, and the EIR from the 2013 RTP and the Supplement to an EIR from the 2017 RTP.

#### **C. PREPARE NOTICE OF PREPARATION (NOP)**

The consultant will prepare the NOP, including a project description, location map, and list of probable environmental effects of the project. In addition, the consultant will review and assess NOP comments and prepare responses.

#### **D. ATTEND PUBLIC MEETINGS**

The consultant will be responsible for attending no more than **two (2)** SBCAG Board of Directors meetings (one of which is a public hearing), **two (2)** advisory committee meetings (one Joint Technical Advisory Committee (JTAC) and one Santa Barbara County Transit Advisory Council (SBCTAC)) and **two (2)** public workshops. The consultant will work with SBCAG staff in the development of presentation materials for the public meetings. The consultant will be responsible for recording all public and Board comments and including a summarization of comments in the EIR. The consultant will be responsible for preparing written responses to comments received during the EIR public review period. Comments and responses to comments are to be included in the EIR. Note some meetings may be conducted virtually due to social distancing guidelines in place at the time of each meeting.

#### **E. PREPARE DRAFT EIR**

The consultant will prepare an administrative draft of the document for internal SBCAG staff review and comment. SBCAG comments will then be incorporated into the draft EIR. The draft EIR will include all sections required by CEQA, and in particular all components required by Sections 15120-15132 of the CEQA Guidelines. Consistent with these requirements, the EIR will contain a CEQA analysis of the Connected 2050, including, but not limited to:

1. A description of the update of the project.

2. An update to the description of the environmental setting and baseline conditions.
3. Identification of any major implementation issues of the RTP, including any issues to be resolved.
4. Identification of known areas of concern or controversy regarding the type or nature of potential environmental impacts, measurement of those impacts, or the significance of those impacts.
5. Identification of potential environmental impacts including, but not limited to, project-specific, cumulative, growth-inducing, environmental justice, induced travel demand and socioeconomic impacts.
6. Evaluation the significance of potential impacts and recommendation of feasible mitigation measures and mitigation monitoring efforts that would reduce significant impacts to a less than significant levels or, if this is not possible, produce a substantial lessening of such impacts.
7. List unavoidable significant impacts, if any, of the implementation of the plan, with all implemented mitigation measures and a mitigation monitoring program.
8. A summary table of environmental impacts, their significance and mitigation measures.
9. Analysis of the proposed RTP and project alternatives:
  - a) No project
  - b) Programmed projects and preferred SCS scenario
  - c) Planned projects - multimodal
  - d) SCS alternative scenarios
10. Discussion of the RTP and consistency with other plans. Analysis and identification of any potential conflicts or inconsistencies which may result from implementation of the Fast Forward 2040 RTP and any mitigated alternatives with the adopted goals, objectives or policies contained within:
  - a) Comprehensive, general, regional or local transportation plans
  - b) Comprehensive, general, regional or local land use plans
  - c) Local coastal programs
  - d) Local or regional Short Range Transit Plans.

The consultant also will be responsible for preparing an electronic as well as print-ready hard copy of the draft report. The consultant will produce an electronic copy and enough printed copies of the Draft EIR such that public review through the State Clearinghouse can be accomplished. The number of copies required could be as many as 20.

The EIR shall be a legally defensible document in compliance with CEQA and the authorities listed in Section 5. The EIR also will describe how the CEQA streamlining provisions of SB 375 can be used by SBCAG member agencies through the certification of this EIR.

#### **F. PUBLIC OUTREACH**

The consultant will prepare and conduct CEQA-related public workshops and hearings, prepare notices and displays and respond to comments. (Section 4, above, highlights required attendance at these meetings, as well as other meetings.) Depending on social distancing guidelines, these meetings could potentially be conducted virtually.

#### **G. AGENCY COORDINATION**

Meet and confer with agencies as necessary to identify and address concerns and comments.

#### **H. PREPARE RESPONSE TO COMMENTS**

The consultant will prepare written responses to comments received during the EIR public review period. In addition, the EIR will include a list of persons, organizations, and agencies commenting on the EIR.

#### **I. PREPARE A MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)**

The consultant will prepare a MMRP, if necessary, to ensure the implementation of mitigation measures identified to mitigate any adverse environmental effects of the project. The MMRP shall be included in the EIR as an appendix.

#### **J. PREPARE THE FINAL EIR CONSISTENT WITH THE REQUIREMENTS OF CEQA GUIDELINES SECTION 15132 AND LIST OF AUTHORITIES IN SECTION 5**

The consultant will prepare the final EIR, which will include a summary of any changes made to the draft EIR that were incorporated into the final EIR, as an appendix. The consultant will provide an electronic file (CD) and a PDF file compatible for placement on SBCAG's web site. The consultant will also provide 5 hard copies of the final EIR.

#### **K. PREPARE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS**

The consultant will prepare findings and a statement of overriding considerations (if applicable) for adoption by the SBCAG Board.

**TIMELINE**

Action	Date
SBCAG Board Approval of Contract Consultant Notice to Proceed	July 16, 2020
Consultant / SBCAG staff kick-off meeting	July 2020
Develop Transportation Impact Threshold	July-December 2020
Notice of Preparation	November 12, 2020
NOP Comments Due (30 day comment period)	December 15, 2020
Administrative Draft (Released)	February 12, 2021
Notice of Completion (Draft EIR)	April 16, 2021
Public Notice of Availability (Draft EIR released to public)	April 16, 2021
Draft EIR presentation to Joint Technical Advisory Committee (All affected agencies will be invited) (Draft RTP will be presented concurrently)	May 6, 2021
North County Public Workshop	TBD
South Coast Public Workshop	TBD
Presentation of Draft EIR to SBCAG Board (Draft RTP-SCS will be presented concurrently)	May 20, 2021
Public Hearing Draft EIR (Public hearing for draft RTP-SCS will also be held)	May 20, 2021
Draft EIR Comments Due (45-day comment period)	May 28, 2021
Final EIR & RTP (Adopt & certify)	August 19, 2021
Notice of Determination	August 20, 2021

The project shall be completed and all deliverables received by **July 16, 2021**.

**PAYMENT**

The selected consultant will be paid by the following method: monthly invoices based upon the percent of work completed. Invoices will describe the work completed and benchmark obtained. However, ten (10) percent of the payment will be withheld until the successful completion of the project.

**PROPOSAL CONTENTS**

This section describes the required Proposal format and content. The Proposal must contain the requested information organized by the prescribed sections. Each Offeror shall submit a complete Proposal, providing all information requested with a complete description of the project plan. Failure to follow the prescribed format may result in rejection of the Proposal.

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the submittal requirements.

SBCAG is not limiting the length or number of pages for proposals, however, all proposals should be focused on the defined content. Respondents shall provide six hard copies and a digital copy (pdf) of the proposals. Proposals to the RFP should include the following sections.

**A. EXECUTIVE SUMMARY**

This section should include the offeror's overall understanding of the project. This section should also provide a brief summary of what is to be covered in the remaining sections of the proposal. The offeror shall briefly outline its qualifications for performing work, its management and technical approaches for the project, and similar project experience. Within this section, the offeror shall also identify all subcontractors and the services subcontractors will provide.

The proposal shall be signed by an individual authorized to bind the offer of said proposal. The proposal shall be a firm offer for a minimum of 90 days, and shall contain a statement to that effect.

**B. TECHNICAL APPROACH (30%)**

The consultant shall outline its technical approach for the implementation of the project. The content of the technical approach shall include, but is not limited to, the following:

1. A description of the methodology to be used in providing deliverables.
2. A brief discussion of each of the tasks in the scope of services to complete the project. Sub-tasks should be added as necessary to clearly define the Scope of Services.
3. A list of deliverables associated with the tasks defined in the Scope of Services.
4. An assessment of supplemental data collection or other items and/or resources that will be required from SBCAG and our partner jurisdictions, as well as any non-governmental entities.
5. A discussion of unusual aspects that may be encountered during the development of the project.

6. A discussion of supplemental tasks that may be deemed necessary to enhance the services provided, reduce cost or speed delivery of the project, if necessary.

### **C. MANAGEMENT APPROACH (30%)**

The offeror shall include brief résumé summaries of each of the key project personnel. Résumé summaries should focus on relevant experience and qualifications. The offeror shall also identify and describe a management approach, which shall include, but is not limited to:

- A narrative *Management Plan*, which describes how the offeror's team will be organized and managed to ensure that the required work is of high quality and completed within the schedule and budget.
- A *Project Delivery Schedule*, which describes the work to be performed to complete the assessment. The schedule shall contain sufficient activities and milestones to adequately describe the services required to complete the statement of work. The schedule should be in a bar chart format and should address the elements of the timeline.

SBCAG has a 10% Disadvantaged Business Enterprise (DBE) usage goal for fiscal year 2018-19. The offeror is encouraged to solicit and use DBE services to the maximum extent feasible. Offerors are not required to, nor will they be penalized if they do not meet the established goal. Furthermore, the offeror will be given no additional credit for use of DBE firms, but must show in the management approach a good faith effort in soliciting DBE services. The offeror shall identify any subcontractors and the capacity they will serve on the project.

### **D. EXPERIENCE OF FIRM AND PERSONNEL (25%)**

The offeror shall provide a brief description of relevant similar experience by members of the project team. Experience shall be within the last three (3) years. The following information should be included in a table.

1. Provide a brief description of offeror's involvement in similar project efforts. Include technical analysis experience on those projects as well as the following information for reference purposes:
  - a) Members of offeror team (by name)
  - b) Project description and services provided
  - c) Total project cost
  - d) Total cost of services provided
  - e) Project start date and completion dates
  - f) Budget and schedule performance
  - g) Subcontractors involved
  - h) Name, telephone number, and address of the offeror's contact person
2. Provide a matrix that shows proposed team members (specific individuals by name) and the projects they will work on.

3. List all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring agency, contract number, name of contracting entity, and reason for termination.

#### **E. RESOURCES**

The consultant shall provide an estimate of the resources required to complete the project scope of services. The estimate of staff hours should be in spreadsheet format and at a minimum include total hours by task, and name or classification, in addition to a total for the entire project.

#### **F. COST PROPOSAL (15%)**

The offeror shall provide an estimate of the resources required to complete the project scope of services. The cost estimate should be in spreadsheet format and at a minimum include billing rates, total hours by task, name or classification, in addition to a total for the entire project. The cost proposal shall be fully inclusive of all services required to complete the scope of services, and shall include the offeror's overhead rate, profit percent, and an itemized list for direct costs. Costs must be shown in a matrix format, by task, and show hours and base labor rates per staff member. Also, estimate offeror printing and other production costs for technical memoranda, drafts, and final reports. The proposal should contain a statement that all work will be performed at a not-to-exceed price.

### **9. CONSULTANT SELECTION PROCESS**

The proposal selection process is based on best value. Accordingly, SBCAG may not necessarily make an award to the offeror with the highest technical ranking nor award to the offeror with the lowest price that is technically acceptable if doing so would not be in the overall best interest of SBCAG.

SBCAG will review all submitted proposals. Some offerors may be invited for in-person or phone interviews to explain their project approach and methodology. SBCAG staff will reach a consensus and make recommendations to the SBCAG Executive Director following evaluation of 1) written proposals and 2) performance at the oral interview, if applicable.

SBCAG's Executive Director will review the recommendation and make a final decision. If the Executive Director selects a different offeror than the one recommended, the SBCAG Designated Representative, in consultation with the SBCAG Executive Director, will prepare a memo explaining the selection.

**TABLE 2: SBCAG SCORING CRITERIA**

Category	Weight	Description
Technical Approach	30%	Responsiveness to RFP; comprehension of scope; approach, and identification of deliverables, discussion

		of alternatives, potential problems, critical path activities; cost of proposed services; and schedule.
Management Approach	30%	Presentation of organization, responsibilities, management approach, and budget and schedule adherence.
Experience of Firm and Personnel, and Innovation	25%	Similar experience, performance on past projects, technical capabilities, client satisfaction, innovative ideas and processes.
Cost	15%	Value of services provided for the proposed project as compared to all proposals.

## 10. GENERAL INFORMATION

### A. PROPOSAL SUBMITTAL

1. **Proposal:** Each consultant shall submit a digital copy of their proposal to SBCAG's Designated Representative, Michael Becker, Director of Planning at mbecker@sbcag.org. Proposals must be received no later than **5:00 PM PDT, on June 12, 2020**. Proposals exceeding email attachment size limitations may be transmitted via FTP or another similar service.
2. **Schedule:**

Activity	Date
RFP Distributed	May 11, 2020
Questions Due	May 27, 2020
Post Responses to Questions	May 29, 2020
Addendum Release, if required	June 3, 2020
Proposal Submittal Deadline	June 12, 2020
Review Completed by Selection Committee	June 26, 2020
Consultant Selected	June 26, 2020
SBCAG Board Approves Contract	July 16, 2020
Notice to Proceed	July 17, 2020

3. **Late Submittal:** SBCAG shall deem a proposal is late if received at any time after **5:00 PM, on June 12, 2020** (according to the email date stamp). Proposals received after this time on this date will be marked "LATE PROPOSAL," may not be considered and if not considered will be returned to the consultant.
4. **Submittal Questions, Addendum(S), Clarifications, And Revisions:** All questions regarding the RFP should be received no later than the Questions Due date by e-mail to SBCAG's Designated Representative. All questions received by the Designated

Representative will be responded to in writing and posted on the SBCAG website no later than the Post Responses to Questions date.

5. If an addendum is issued to the RFP, it will be posted on the SBCAG website on or before the Addendum date. SBCAG has the discretion to extend the proposal submittal deadline if an addendum to the RFP is issued. It is the responsibility of Offerors to determine if addenda have been issued. Any addenda to the RFP will become part of the RFP.

SBCAG reserves the right to accept or reject any or all submittals received as a result of this request, or to modify or cancel in part, or in its entirety, the RFP if SBCAG determines it is in the best interest of the SBCAG to do so.

6. **Withdrawal of Proposal:** Offerors may withdraw a Proposal, in writing, at any time up to the closing deadline. A written withdrawal notice must be received by SBCAG. The notice must be signed by an authorized representative. If a previously submitted Proposal is withdrawn before the closing deadline, the Offeror may submit another proposal at any time up to the closing deadline.

## 11. CONTACT PERSON

All questions concerning this Request for Proposals should be directed to Michael Becker, Director of Planning, or Andrew Orfila, Principal Transportation Planner, of the Santa Barbara County Association of Governments at (805) 961-8900.

## 12. TERMS & CONDITIONS

- A. **Preclusion.** *Notwithstanding any other provision of this RFP, it is the practice of SBCAG to preclude specified Offerors from providing professional services to SBCAG on certain Measure A projects. These Offerors are identified as follows:*

Any firm, individual, partnership, corporation, association, or other legal entity currently retained for professional services by an owner or developer or any other representative of a real property interest adjacent to, or coincident with, the proposed Measure A project. For purposes of this discussion, "currently retained" shall mean any professional services contract in force on the due date of a technical proposal for the services as described in this Measure A project proposal solicitation, or during the term of the project.

- B. **Limitations.**

This RFP does not commit SBCAG to award a contract, to pay any pre-contractual expenses, or to procure or contract for services or supplies. SBCAG expressly reserves the right to reject any and all submittals or to waive any irregularity or informality in any submittal or in the RFP procedure and to be the sole judge of the responsibility of any Offeror and of the suitability of the materials and/or services to be rendered. SBCAG reserves the right to withdraw this RFP at any time without prior notice.

**C. Award.**

All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. SBCAG also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

**D. Verbal Agreement or Conversation.**

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of SBCAG shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

**E. Pre-contractual Expenses.**

Pre-contractual expenses include any expenses incurred by Respondents and selected contractor in:

- Preparing submittals in response to this RFP
- Submitting responses to SBCAG
- Negotiations with SBCAG on any matter related to submittals.
- Other expenses incurred by a contractor or offeror prior to the date of award of any agreement.

SBCAG shall not be liable for any pre-contractual expenses incurred by any Respondent or selected contractor. Respondents shall not include any such expenses as part of the price proposed in response to this RFP. SBCAG shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

**F. Signature.**

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the Offeror and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected no later than July 16, 2020.

**G. Conflict of Interest Statement.**

Offerors submitting proposals in response to this RFP must disclose to SBCAG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for offeror services to be awarded pursuant to this RFP. If the offeror has no conflict of interest, a statement to that effect shall be included in the proposal. The selected offeror shall refrain from and disclose subsequent potential conflicts during this contract.

**H. Contract Arrangements.**

The successful offeror is expected to enter into an agreement based on the SBCAG Standard Professional Services Contract. A copy of SBCAG's standard form contract for professional and technical services is included as Attachment A.

SBCAG reserves the right to negotiate the terms of the contract, including the award amount, with the selected offeror prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest-ranking Offeror, the agency may choose to negotiate a contract with the next highest ranking Offeror, etc.

**I. Disadvantaged Business Enterprise (DBE) Policy.**

It is the policy of the U.S. Department of Transportation (USDOT) that minority- and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

**J. Title VI of the Civil Rights Act of 1964.**

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

**K. Equal Employment Opportunity.**

In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**L. Americans with Disabilities Act (ADA) Provisions.**

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of SBCAG to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the SBCAG representative listed in this RFP. In order to ensure the proposal is in compliance with federal ADA guidelines, offerors should review the federal ADA guidelines.

**M. False or Misleading Statements.**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the offeror, shall be subject to rejection.

**13. SBCAG PROTEST PROCEDURES****A. Purpose and Applicability.**

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by SBCAG concerning its procurement activities. The following protest procedures shall be employed for procurements conducted by SBCAG. Such protests shall be applicable only to procurements wherein SBCAG requests bids, proposals or offers for goods or services financed in whole or in part by public funds.

**B. Definitions.**

The following definitions apply to terms used in this section:

- **Days:** Unless otherwise specified, refers to SBCAG working days.
- **File or Submit:** Refers to the date of receipt by SBCAG.
- **Interest Party:** All bidders or Offerors involved in an SBCAG procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.
- **Bid:** Refers to and includes: i) the terms "offer" and "proposal" as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

**C. Basis for Protest.**

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) SBCAG solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state or local law or regulation;
- (b) Sole source procurements;
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published;
- (d) Changes to evaluation criteria made during the evaluation process;

- (e) Local or DBE preferences;
- (f) Solicitation advertising violating applicable laws or regulations;
- (g) Provision of inadequate time to prepare a proposal.

Protests of SBCAG procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and; 2) protests occurring after contract award has been made.

#### **D. Pre-Award Protests.**

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by SBCAG.
2. Protests must be submitted in writing to the attention of the SBCAG Designated Representative. The written protests shall include:
  - (a) The name, address, and telephone number of the protestor;
  - (b) The SBCAG solicitation number and project description;
  - (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation;
  - (d) The resolution sought from SBCAG by the protestor.
3. The SBCAG Designated Representative shall receive the protest and issue written notification to the protestor within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
  - (a) The goods or services being procured are urgently required;
  - (b) Delivery or performance will be unduly delayed by failure to make an award promptly;
  - (c) Failure to make prompt award will result in termination of a critical SBCAG function or activity or otherwise cause undue harm to SBCAG, or;
  - (d) The Executive Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.

The Executive Director shall be responsible for making a written determination that circumstances require SBCAG to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the SBCAG Designated Representative.

5. All protests received within the specified period shall be examined by the Director of Planning, Michael Becker, who shall evaluate the matter and, within seven (7) calendar days, forward a recommendation concerning its disposition to the Executive Director.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by SBCAG.

6. The Executive Director may attempt to resolve the protest with the affected party. If after receipt of the recommendation, the Executive Director elects not to attempt such resolution, or if resolution is attempted but not achieved, the protesting parties may appeal to the SBCAG Board of Directors (hereinafter "Board") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Board shall be a waiver of any other rights under the SBCAG Protest Procedures.

For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.

7. The Board shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Board, or at the next regularly scheduled Board meeting if exceeding the 45-day period. The Board may elect to appoint a sub-committee to review the protest and make a recommendation to the Board at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board. Such parties shall be afforded an opportunity to present their case at the Board meeting.
8. The Board shall then make a formal decision on such protests at a public meeting. The decision of the Board, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The SBCAG Designated Representative shall notify protesting parties in writing of any protest decision made by the Board.

Except under conditions described in item 4 above, such decision by the Board shall be made prior to award of any contract related to the subject procurement.

9. Should the Board deny the protest, SBCAG may proceed with the procurement process. In the case of FTA-funded procurements, no contract shall be awarded within five (5) days following the Board's decision unless such award is necessary due to circumstances described

in item 4 above. If the decision of the Board is to uphold the protest, then SBCAG shall proceed pursuant to Board direction.

10. No court shall maintain subject matter jurisdiction prior to completion of the administrative process described herein.

**E. Post-Award Protests.**

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the Executive Director's award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by SBCAG.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the Executive Director determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing, and the SBCAG Board may effect an agreement with the Contractor for suspension of activity.

Attachment A

SAMPLE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter, "SBCAG") and [INSERT CONTRACTOR NAME], having its principal place of business at and [INSERT CONTRACTOR ADDRESS] (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and SBCAG agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by SBCAG and SBCAG desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVES. Michael Becker at phone number 805-961-8912 is the representative of SBCAG and will administer this Agreement for and on behalf of SBCAG. [insert Contractor Rep.] at phone number [insert Contractor Phone] is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To SBCAG: Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara, CA 93110
Attention: Marjie Kirn, Executive Director

To CONTRACTOR: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to SBCAG in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance upon issuance of a notice to proceed and end performance upon completion, but no later than December 31, 2021 unless otherwise directed by SBCAG or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by SBCAG and which is delivered to the address given in Section 2, **NOTICES,** above, following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that CONTRACTOR, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to SBCAG and not as an officer, agent, servant, employee, joint venturer, partner, or associate of SBCAG. Furthermore, SBCAG shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, SBCAG shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a SBCAG employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save SBCAG harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the SBCAG or to this Agreement.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of

whatsoever nature which CONTRACTOR delivers to SBCAG pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at SBCAG's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to SBCAG that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES.** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. SBCAG shall not be responsible for paying any taxes on CONTRACTOR's behalf and, should SBCAG be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse SBCAG for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. CONTRACTOR shall provide its social security number or tax identification number to SBCAG, which SBCAG shall keep on file at its offices.

10. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed by CONTRACTOR if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG to CONTRACTOR in writing.

11. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** SBCAG shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties, except after prior written approval of SBCAG.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to SBCAG all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials

prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions").

SBCAG shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions reports, data, documents or other materials prepared under this Agreement. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless SBCAG against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon any intellectual property or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by SBCAG in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

12. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use SBCAG's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials, unless otherwise required. CONTRACTOR shall not use SBCAG's name or logo in any manner that would give the appearance that the SBCAG is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of SBCAG's. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the SBCAG or its projects without obtaining the prior written approval of SBCAG.

13. **SBCAG PROPERTY AND INFORMATION.** All of SBCAG's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain SBCAG's property, and CONTRACTOR shall return any such items whenever requested by SBCAG and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any SBCAG property, documents, or information without SBCAG prior written consent.

14. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section

8546.7). CONTRACTOR shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by SBCAG associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification.

15. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to defend, indemnify and hold harmless the SBCAG and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

16. **NONDISCRIMINATION.** CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, Code of Federal Regulations (CFR), Part 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR 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 Agreement.
- B. **Nondiscrimination.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of

equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

- D. **Information and Reports.** 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 SBCAG 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, CONTRACTOR shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
  2. Cancellation, termination or suspension of the Agreement in whole or in part.

17. **NON-EXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive agreement and that SBCAG shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the SBCAG desires.

18. **NON-ASSIGNMENT.** CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of SBCAG and any attempt to so assign or so subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION.**

- A. **By SBCAG.** SBCAG may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for SBCAG's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** SBCAG may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by SBCAG, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on SBCAG from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then SBCAG will notify CONTRACTOR of such occurrence and SBCAG may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, SBCAG shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, SBCAG may, at SBCAG's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify SBCAG as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Except where SBCAG withholds payment pursuant to other terms of this Agreement, should SBCAG fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by SBCAG within thirty (30) days of written notice to SBCAG of such late payment.
- C. **Upon termination,** CONTRACTOR shall deliver to SBCAG all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as SBCAG may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, SBCAG shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to SBCAG such financial information as in the judgment of SBCAG is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of SBCAG shall be final. The foregoing is cumulative and shall not affect any right or remedy which SBCAG may have in law or equity.
20. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to SBCAG is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. **NO WAIVER OF DEFAULT.** No delay or omission of SBCAG to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to SBCAG shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of SBCAG.

25. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all SBCAG, State and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether SBCAG is a party thereto or not, that CONTRACTOR has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between CONTRACTOR and SBCAG.

28. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

33. **SUSPENSION FOR CONVENIENCE.** SBCAG may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. SBCAG shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

34. **IMMATERIAL AMENDMENTS.** CONTRACTOR and SBCAG agree that immaterial changes to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized may be authorized by SBCAG's Executive Director, or designee, in writing, and in accordance with Section 25.

35. **MANDATORY DISCLOSURE.** CONTRACTOR must disclose, in a timely manner, in writing to SBCAG all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures

can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

36. **PROCUREMENT OF RECOVERED MATERIALS.** CONTRACTOR shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. **PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING.**

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by- or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to SBCAG and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

38. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

## EXHIBIT A

### Scope of Services

\_\_\_\_\_ shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of SBCAG's designated representative.

CONTRACTOR shall develop a Program EIR for the Connected 2050 RTP and SCS. The EIR must conform to the requirements of the CEQA and requires adherence with or reference to:

- The Fixing America's Surface Transportation Act (FAST Act) and or subject to reauthorization legislation to the FAST Act
- The Federal Clean Air Act
- The California Clean Air Act
- California Senate Bill 375 (Steinberg, 2008), as amended (referred to as "SB 375")
- California Senate Bill 743 (Steinberg, 2013), as amended (referred to as "SB 743")

The EIR will be a program-level document that will analyze the cumulative effects of proposed actions, as well as other transportation improvements to be included in the 2021 update of the Connected 2050. The consultant will provide all work products in hard copy and digital format, including all maps, charts, figures and graphs. Approval of the final EIR by the SBCAG Board of Directors must be completed no later than **August 19, 2021**.

In addition to the EIR, CONTRACTOR shall be responsible for assisting SBCAG with setting a CEQA threshold for transportation impact (vehicle miles travelled (VMT)) pursuant to SB 743. The County of Santa Barbara, with the assistance of Fehr and Peers, set CEQA VMT thresholds for unincorporated portions of the region and data is available to formulate the County's threshold to one applicable to the region. CONTRACTOR shall may also draw from the threshold set by the California Department of Transportation (Caltrans) to assist with this task.

**CONTRACTOR shall be responsible for the following tasks, including any applicable CEQA requirements not specifically listed. CONTRACTOR shall utilize the technical approach as described in Attachment A-1 attached hereto and incorporated herein by reference:**

#### **A. DEVELOP TRANSPORTATION IMPACT THRESHOLDS FOR SBCAG**

As an initial project task, the consultant shall obtain applicable data from the County of Santa Barbara and re-formulate the data for the development of transportation impact thresholds applicable to the SBCAG region and consistent with the requirements of SB 743. SBCAG staff will present the consultants work to the Joint Technical Advisory Committee (JTAC), the advisory committee for the RTP-SCS, and to the SBCAG Board. This task will be deemed complete upon SBCAG Board approval of a CEQA VMT threshold, which is expected to be completed in calendar year 2020.

**B. PROJECT INITIATION / DATA COLLECTION**

To ensure prompt completion of tasks and to maintain clear communication, applicable consultant staff will attend a kick-off meeting with SBCAG the first week of the project. There, the project schedule will be finalized and communication protocols will be agreed upon. Roles and responsibilities as well as internal deadlines will be established. Data collection will be accomplished in coordination with SBCAG staff to obtain relevant existing reports, such as the draft 2021 RTP network, draft 2021 RTP, and all materials related to implementation of the SCS as they are developed. SBCAG will provide all available descriptions of the SCS future land use scenarios, air quality and traffic modeling results, publications, resource maps, and the EIR from the 2013 RTP and the Supplement to an EIR from the 2017 RTP.

**C. PREPARE NOTICE OF PREPARATION (NOP)**

CONTRACTOR shall prepare the NOP, including a project description, location map, and list of probable environmental effects of the project. In addition, CONTRACTOR shall review and assess NOP comments and prepare responses.

**D. ATTEND PUBLIC MEETINGS**

CONTRACTOR shall be responsible for attending no more than **two (2)** SBCAG Board of Directors meetings (one of which is a public hearing), **two (2)** advisory committee meetings (one Joint Technical Advisory Committee (JTAC) and one Santa Barbara County Transit Advisory Council (SBCTAC)) and **two (2)** public workshops. The consultant will work with SBCAG staff in the development of presentation materials for the public meetings. The consultant will be responsible for recording all public and Board comments and including a summarization of comments in the EIR. The consultant will be responsible for preparing written responses to comments received during the EIR public review period. Comments and responses to comments are to be included in the EIR.

**E. PREPARE DRAFT EIR**

CONTRACTOR shall prepare an administrative draft of the document for internal SBCAG staff review and comment. SBCAG comments will then be incorporated into the draft EIR. The draft EIR will include all sections required by CEQA, and in particular all components required by Sections 15120-15132 of the CEQA Guidelines. Consistent with these requirements, the EIR will contain a CEQA analysis of the Connected 2050, including, but not limited to:

1. A description of the update of the project.
2. An update to the description of the environmental setting and baseline conditions.
3. Identification of any major implementation issues of the RTP, including any issues to be resolved.
4. Identification of known areas of concern or controversy regarding the type or nature of potential environmental impacts, measurement of those impacts, or the significance of those impacts.

5. Identification of potential environmental impacts including, but not limited to, project-specific, cumulative, growth-inducing, environmental justice, induced travel demand and socioeconomic impacts.
6. Evaluation the significance of potential impacts and recommendation of feasible mitigation measures and mitigation monitoring efforts that would reduce significant impacts to a less than significant levels or, if this is not possible, produce a substantial lessening of such impacts.
7. List unavoidable significant impacts, if any, of the implementation of the plan, with all implemented mitigation measures and a mitigation monitoring program.
8. A summary table of environmental impacts, their significance and mitigation measures.
9. Analysis of the proposed RTP and project alternatives:
  - a) No project
  - b) Programmed projects and preferred SCS scenario
  - c) Planned projects - multimodal
  - d) SCS alternative scenarios
10. Discussion of the RTP and consistency with other plans. Analysis and identification of any potential conflicts or inconsistencies which may result from implementation of the Fast Forward 2040 RTP and any mitigated alternatives with the adopted goals, objectives or policies contained within:
  - a) Comprehensive, general, regional or local transportation plans
  - b) Comprehensive, general, regional or local land use plans
  - c) Local coastal programs
  - d) Local or regional Short Range Transit Plans.

CONTRACTOR shall also be responsible for preparing an electronic as well as print-ready hard copy of the draft report. CONTRACTOR shall produce an electronic copy and enough printed copies of the Draft EIR such that public review through the State Clearinghouse can be accomplished. The number of copies required could be as many as 20.

The EIR shall be a legally defensible document in compliance with CEQA and the authorities listed in Section 5. The EIR also will describe how the CEQA streamlining provisions of SB 375 can be used by SBCAG member agencies through the certification of this EIR.

#### **F. PUBLIC OUTREACH**

CONTRACTOR shall prepare and conduct public workshops and hearings, prepare notices and displays and respond to comments.

#### **G. AGENCY COORDINATION**

CONTRACTOR shall meet and confer with agencies as necessary to identify and address concerns and comments.

**H. PREPARE RESPONSE TO COMMENTS**

CONTRACTOR shall prepare written responses to comments received during the EIR public review period. In addition, the EIR will include a list of persons, organizations, and agencies commenting on the EIR.

**I. PREPARE A MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)**

CONTRACTOR shall prepare a MMRP, if necessary, to ensure the implementation of mitigation measures identified to mitigate any adverse environmental effects of the project. The MMRP shall be included in the EIR as an appendix.

**J. PREPARE THE FINAL EIR CONSISTENT WITH THE REQUIREMENTS OF CEQA GUIDELINES SECTION 15132 AND LIST OF AUTHORITIES IN SECTION 5**

CONTRACTOR shall prepare the final EIR, which will include a summary of any changes made to the draft EIR that were incorporated into the final EIR, as an appendix. The CONTRACTOR shall provide an electronic file (CD) and a PDF file compatible for placement on SBCAG's web site. CONTRACTOR shall also provide 5 hard copies of the final EIR.

**K. PREPARE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS**

CONTRACTOR shall prepare findings and a statement of overriding considerations (if applicable) for adoption by the SBCAG Board.

**Attachment A-1**

**TECHNICAL APPROACH**

[insert Contractor's technical approach]

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**EXHIBIT B****PAYMENT ARRANGEMENTS****Periodic Compensation (with attached Schedule of Fees)**

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$(enter dollar amount)**. This not to exceed amount includes **\$XXXXX** for CONTRACTOR's fixed fee.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by SBCAG.
- C. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and to provide supporting documentation to connect requirements specified in Exhibit A.
- D. **{ENTER PERIOD i.e., Monthly, Quarterly, Annually,}** CONTRACTOR, shall submit to the SBCAG Designated Representative an invoice or certified claim for the service performed over the period specified. SBCAG's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. SBCAG shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. SBCAG's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of SBCAG's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**Attachment B1****SCHEDULE OF FEES**

[Schedule of fees may include rate of pay per hour, cost living increases per a CPI index, travel such as auto mileage reimbursement, airfare, hotel or other housing, other reimbursements such as copying, paper reports, recordings, and indirect rates.]

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**EXHIBIT C****STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS****FOR PROFESSIONAL CONTRACTS**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by SBCAG on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

CONTRACTOR shall notify SBCAG immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**INSURANCE**

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, SBCAG requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCAG.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – SBCAG, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the SBCAG, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by SBCAG, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SBCAG.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to SBCAG a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the SBCAG by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the SBCAG has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the SBCAG. SBCAG may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish SBCAG with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by SBCAG before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. SBCAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, SBCAG has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by SBCAG as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that SBCAG is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – SBCAG reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of SBCAG to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of SBCAG.