

AGENDA
KERN COUNCIL OF GOVERNMENTS
February 20, 2025
6:30 P.M.

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

Kern Council of Governments
Board Room
1401 19th Street, Suite 300
Bakersfield, CA 93301

SECONDARY MEETING LOCATIONS

Ridgecrest City Hall
Conference Room B
100 W. California Avenue
Ridgecrest, CA 93555

TPPC/Kern COG Board

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DISCLAIMER: This agenda includes the proposed actions and activities, with respect to each agenda item, as of the date of posting. As such, it does not preclude the Committee from taking other actions on items on the agenda which are different or in addition to those recommended.

- I. **ROLL CALL:** Ayon, Couch, Espinoza, Gorman, Hawkins, Morse, Noerr, Reyes, Reyna, Parlier, B. Smith, P. Smith, Solorio-Ruiz

Congestion Management Agency Ex-Officio Members: Carr, Navarro, Parra, Warney

- II. **PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

Disabled individuals who need special assistance to attend or participate in a meeting of the Kern Council of Governments may request assistance at 1401 19th Street Suite 300: Bakersfield CA 93301 or by calling (661) 635-2900. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting materials available in alternative formats. Requests for assistance should be made at least three (3) working days in advance whenever possible.

- III. **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any

member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. **Approval of Minutes January 16, 2025.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **MEMORANDUM OF AGREEMENT - KERN COUNCIL OF GOVERNMENTS AND COUNTY OF KERN** (Enriquez)

Comment: This Memorandum of Agreement defines a planning relationship between Kern COG and County of Kern for preparing a five-year transportation development plan (TDP) and a climate adaptation plan that is focused on Kern Transit's service over the Tejon and Tehachapi passes.

Action: Approve Memorandum of Agreement with Kern County and authorize Chair and Executive Director to sign. ROLL CALL VOTE.

E. **NINE RURAL TRANSPORTATION DEVELOPMENT PLANS/CLIMATE RESILIENCY STRATEGY UPDATE AND COORDINATED UMAN SERVICES TRANSPORTATION PLAN UPDATE** (Enriquez)

Comment: Award contract to Nelson\Nygaard Consulting Associates for the Nine Rural Transportation Development Plans (TDP)/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan (CHSTP) Update. County Counsel has reviewed this contract.

Action: Approve the contract for Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update to Nelson Nygaard Consulting Associates in an amount not to exceed \$639,978 and authorize the Chairman to sign the contract. ROLL CALL VOTE:

F. **Local Clearinghouse:**

Applicant: Kern County Fair DBA 15th District Agriculture Association

Address: 1142 S P Street

Bakersfield, CA 93307-3950

Contact: Michael Olcott

Federal Agency: US Department of Transportation

Funding Opportunity Number: DTOS59-25-RA-RAISE

Title: Bakersfield Mobility Hub

Federal Funds: \$2,200,000.00

Total Funds: \$2,200,000.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

IV. **CONGESTION MANAGEMENT AGENCY: (None)**

V. **KERN MOTORIST AID AUTHORITY (None)**

VI. **MEETING REPORTS: (None)**

VII. **EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)**

A. Timeline

- VIII. MEMBER STATEMENTS:** On their own initiative, Council members may make a brief announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.
- IX. CLOSED SESSION: PUBLIC EMPLOYMENT/APPOINTMENT – Title: Executive Director (Government Code 54957)**
- X. ADJOURNMENT: NEXT MEETING –** The next scheduled meeting will be March 20, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of January 16, 2025

KERN COG BOARD ROOM
1401 19TH STREET, THIRD FLOOR
BAKERSFIELD, CALIFORNIA

THURSDAY
January 16, 2025
6:30 P.M.

The meeting was called to order by Chairman Smith at 7:20 p.m.

I. ROLL CALL:

Members Present: Ayon, Couch, Espinoza, Gorman, Morse, Parlier, Reyes (virtual, non-voting), Reyna, B Smith, P. Smith

Congestion Management Agency Ex-Officio Members: Carr, Navarro, Parra, Warney

Members Absent: Hawkins, Krier

Others: Vikki Vega, Rick Franz

Staff: Hakimi, Napier, Campbell, Banuelos, Valle, Romero Valdivia, Ball, Van Wyk, Pacheco, Enriquez (virtual), Invina-Jayasiri (virtual),

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

None.

- III. CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. Approval of Minutes – November 21, 2024

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Kern COG's 2024 Regional Award of Merit Ceremony (Campbell)

Action: Announcement of the 2024 Regional Awards of Merit recipients.

E. Local Clearinghouse:

Applicant: National Council for Community Development, Inc.

Address: 633 3rd Avenue, 19th Floor, Suite J

New York, New York 10017-8155

Contact: Ms. Virginia Flores

Federal Agency: Environmental Protection Agency

Catalog Number: 66.616

Title: Reestablishing a Tejon Tribal Homeland

Federal Funds: \$3,000,000.00

Total Funds: \$3,000,000.00

Applicant: Kern County

Address: 2700 M Street, Suite 400

Bakersfield, CA 93301-2370

Contact: Yolanda Alcantar

Federal Agency: Federal Railroad Administration

Catalog Number: 20.326

Title: Connecting Communities Safely along the San Joaquin Rail Corridor

Federal Funds: \$67,200,000.00

Total Funds: \$84,000,000.00

Applicant: City of Bakersfield

Address: 1600 Truxtun Avenue

Bakersfield, CA 93301-5140

Contact: Juan Heredia

Federal Agency: Environmental Protection Agency

Catalog Number: 66.920

Title: Bakersfield Material Recovery Facility

Federal Funds: \$5,000,000.00

Total Funds: \$5,000,000.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

MOTION BY DIRECTOR REYNA TO APPROVE CONSENT AGENDA ITEMS A THROUGH E, SECOND BY DIRECTOR COUCH, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

IV. APPOINTMENT OF AN EXECUTIVE COMMITTEE MEMBER (Napier)

Comment: Kern Council of Governments (COG) Board Appointment to the Executive Committee.

Action: Chairman Smith made a motion to appoint Director P. Smith to the Executive Committee; with no other nominations, the motion was approved by a unanimous roll call vote.

V. CONGESTION MANAGEMENT AGENCY: (None)

VI. KERN MOTORIST AID AUTHORITY: (None)

VII. MEETING REPORTS: (None)

VIII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director made the following comments:

- Reminded the Board that Kern COG offers a Kern COG 101 training session for new

Board Members and/or staff. The training is available online or on location. Please contact us if you are interested in the training.

- Presented Board Folder Items

IX. MEMBER STATEMENTS:

None.

X. CLOSED SESSION:

PUBLIC EMPLOYMENT/APPOINTMENT – Title: Executive Director (Government Code 54957)

No action taken.

XI. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 8:05 p.m. - **NEXT MEETING – FEBRUARY 20, 2025**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

February 20, 2025

TO: Kern Council of Governments

FROM : Ahron Hakimi,
Executive Director

By: Irene Enriquez,
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
MEMORANDUM OF AGREEMENT – KERN COUNCIL OF
GOVERNMENTS AND COUNTY OF KERN

DESCRIPTION:

This Memorandum of Agreement defines a planning relationship between Kern COG and County of Kern for preparing a five-year transportation development plan (TDP) and a climate adaptation plan that is focused on Kern Transit's service over the Tejon and Tehachapi passes.

DISCUSSION:

As the metropolitan planning organization (MPO) for the Kern region, Kern COG is required to coordinate the planning activities of local jurisdictions with the region. Kern County's Kern Transit service conducts public transportation planning for the Kern region, Santa Clarita, and Lancaster.

The Federal transportation planning regulations require that the metropolitan planning organization coordinate the transportation planning of the agencies in the region. Kern COG has agreements with Caltrans, local air districts, and Kern County. Kern COG and Kern County desire to prepare a short-range transit study update and a climate adaptation study for Kern regional service and for its rural service through the Tejon and Tehachapi passes that will be consistent with the 2026 Regional Transportation Plan (RTP) out to the year 2047.

ACTION:

Approve Memorandum of Agreement with Kern County and authorize Chair and Executive Director to sign. ROLL CALL VOTE

**MEMORANDUM OF AGREEMENT BETWEEN THE
KERN COUNCIL OF GOVERNMENTS AND
COUNTY OF KERN**

JAN 28 2025

THIS MEMORANDUM OF AGREEMENT made and entered into this _____, by and between the Kern Council of Governments, a joint powers authority (hereinafter "KERN COG"), and the County of Kern (hereinafter "KERN COUNTY"), to prepare an update to the Kern County Climate Adaption Plan (hereinafter "PLAN").

RECITALS:

WHEREAS, KERN COG as the federal metropolitan planning organization is responsible for continuous, coordinated, and comprehensive transportation planning for the Metropolitan Bakersfield area and the Kern region; and

WHEREAS, Kern County's Kern Transit as the public transportation provider for the Rural Bakersfield area and the Rural areas of Kern County has agreed to partner with KERN COG in preparing the PLAN; and

WHEREAS, major changes in public transportation technology and practice are necessitating this PLAN; and

WHEREAS, KERN COG and KERN COUNTY foresee the need to provide the necessary funding to conduct a PLAN with phased five-year period and a long-range horizon consistent with the 2026 Regional Transportation Plan (RTP) out to the year 2047; and

WHEREAS, KERN COG will fund the PLAN in the fiscal year 2024-2025 Overall Work element (OWP) and subsequent OWPs as appropriate; and

WHEREAS, the funding for the PLAN will be programmed in the KERN COG 2024-2025 OWP Work element 606.2 and other work elements as appropriate.

AGREEMENT:

1. KERN COG shall be the lead agency for the preparation of the PLAN;
2. KERN COG shall apply for ONE MILLION, FIFTY-THOUSAND DOLLARS from available grant resources such as the Federal Transportation Administration (FTA) Section 5304 administered by Caltrans' Sustainable Communities Grant Program; and

Kern County shall reimburse KERN COG in an amount not less than FORTY-FIVE THOUSAND, EIGHT HUNDRED, EIGHTY DOLLARS (\$45,880) due payable sixty-days upon approval of this agreement to cover the FTA 5304 matching local funds. KERN COG has budgeted not less than EIGHTY-SEVEN-THOUSAND, ONE HUNDRED, FIFTY-NINE DOLLARS (\$87,159) for its share of the FTA Section 5304 matching local funds to prepare the PLAN; and

3. KERN COG shall complete all work on this PLAN no later than three years from the award of a consulting contract unless a written extension of time is agreed to by KERN COG and the Consultant, in consultation with KERN COUNTY; and
4. KERN COG shall allow KERN COUNTY to review a copy of the Request for Proposal, if any, for the consulting services prior to its distribution. In addition, KERN COG shall allow KERN COUNTY to review a copy of the contract for the development of the PLAN with KERN COG's consultant prior to the execution of the said contract by KERN COG and its consultant; and

5. The consultant contract shall require the creation of an oversight committee and public forums with representation from KERN COG and KERN COUNTY staff in the development of the STUDY; and
6. Kern County shall reimburse KERN COG in an amount not less than FORTY-FIVE THOUSAND, EIGHT HUNDRED, EIGHTY DOLLARS (\$45,880) due payable sixty-days upon approval of this agreement to cover the FTA 5304 matching local funds. Requisition for payment shall refer to Work Element 606.2
7. Either party may, at its sole discretion, terminate this Agreement at any time by giving thirty (30) days written notice to that effect to the other party. In such an event, KERN COG shall be paid for any work satisfactorily completed prior to the effective termination date. Amendment to this agreement must be in writing and mutually agreed to by both parties prior to becoming effective; and
8. KERN COUNTY shall indemnify, defend (upon written request of KERN COG), and save hold harmless KERN COG, its officers, agents, and employees from any and all losses, damages, liability, and claims of every nature whatsoever for physical damage to or destruction of property, including the property of KERN COG, or physical injury to or death of any person or persons, including KERN COG's officers, agents, and employees, which may arise out of any omission of KERN COUNTY, its officers, agents, independent contractors or employees during the performance of this Agreement.
9. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.
10. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.
11. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this Agreement shall be of no force or effect except a subsequent modification in writing, signed by the party charged.
12. The terms of this Agreement shall be construed and interpreted under, and by the laws of the State of California shall govern all rights and duties.
13. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

TO KERN COG:

Ahron Hakimi, Executive Director
Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301

TO COUNTY OF KERN:

Joshua Champlin, Director of Public Works
County of Kern

1300 M Street
Bakersfield, CA 93301

14. The individual executing this Agreement on behalf of each party warrants that they are authorized to execute the Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused the MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the day and year first above written.

KERN COUNCIL OF GOVERNMENTS

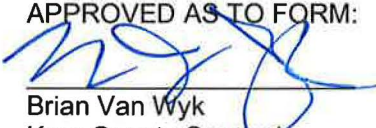
Bob Smith, Chair
"KERN COG"

APPROVED AS TO CONTENT:

Ahron Hakimi, Executive Director

Kern Council of Governments

APPROVED AS TO FORM:



Brian Van Wyk
Kern County Counsel
For Kern COG

COUNTY OF KERN



Chair
County of Kern Board of Supervisors

APPROVED AS TO CONTENT:



Joshua Champlin, Director of
Public Works
County of Kern

APPROVED AS TO FORM:



Phillip Hall
Kern County Counsel
For Kern County



III. E. COG

February 20, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Irene Enriquez
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. E.
Nine Rural Transportation Development Plans /Climate Resiliency Strategy Update and
Coordinated Human Services Transportation Plan Update

DESCRIPTION:

Award contract to Nelson\Nygaard Consulting Associates for the Nine Rural Transportation Development Plans (TDP)/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan (CHSTP) Update. County Counsel has reviewed this contract.

DISCUSSION:

The Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update is a federally required short-range Transit Plan evaluating five-year needs for all the rural transit service providers in the Kern region. The TDP will assess the rural transit operator's current services for efficiency and effectiveness and will incorporate any applicable climate adaptation vulnerabilities. The project will also prepare a CHSTP update for the Kern region's social service transportation providers.

Under the contract, Nelson\Nygaard Consulting Associates will receive \$639,978 to produce the Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update.

It is recommended the Board award the bid for the Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update to Nelson Nygaard Consulting Associates in an amount not to exceed \$639,978.13.

ACTION:

Approve the contract for Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update to Nelson Nygaard Consulting Associates in an amount not to exceed \$639,978 and authorize the Chairman to sign the contract. ROLL CALL VOTE:

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND
NELSON NYGAARD CONSULTING ASSOCIATES INC.

THIS CONTRACT, made and entered into this 20th day of February 2025, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, Nelson\Nygaard Consulting Associates, Inc., hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, pursuant to the Joint Powers Agreement of November 4, 1970, creating Kern COG and the amended Joint Powers Agreement of May 1, 1982, Kern COG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, Kern COG needs a consultant to assist in the preparation of Nine (9) Rural Transportation Development Plans (TDPs) /Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan further described in this contract; and

WHEREAS, Consultant represents it is qualified and willing to provide such services pursuant to the terms and conditions of this contract;

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Exhibit "A"; Scope of Work, Exhibit "B"; Schedule, Exhibit "C" Budget/Cost Proposal; and Exhibit "D" Debarment and Suspension Certification; all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by the Consultant is specified in the Scope of Work identified in the Consultant's proposal, dated November 7, 2024, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Schedule, attached hereto as Exhibit "B," and Budget/Cost Proposal, attached hereto as Exhibit "C." During the performance of this contract, the representative project manager for Kern COG and Consultant will be:

Kern COG: Irene Enriquez, Regional Planner
Consultant: Jennifer Wieland, Managing Director/Authorized Signer

III. Term

Time is of material importance in this contract. The term of this contract is February 20th, 2025, through June 13, 2026, unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B," Schedule.

Consultant services and reimbursements beyond June 30, 2025, are subject to the inclusion and funding agency approval of this project in Kern COG's 2025/2026 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP, provided that the Consultant will be compensated for all authorized services performed in accordance with the terms of this Agreement prior to termination. Kern COG will promptly notify Consultant of such termination.

IV. Assignability

Consultant shall not assign any interest in this contract, and shall not transfer the same, without the prior written consent of Kern COG.

V. Contract Changes

No alteration or deviation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

Kern COG may request, at any time, amendments to this contract and will notify Consultant in writing regarding changes. Upon a minimum of ten (10) days' notice, Consultant shall determine the impact on both time and compensation of such changes and notify Kern COG in writing. Upon agreement between Kern COG and Consultant as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared to describe such changes. Such amendments shall be binding on the parties if signed by Kern COG and Consultant and shall be effective as of the date of the amending document unless otherwise indicated.

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to \$639,978.13 to be billed in accordance with Exhibit "C," Costs. The total sum billed under this contract may not exceed the specified amount, including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for the Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify the Consultant of the amount in dispute and the reason, therefore.

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 606.2 as identified on the FY 2024-25 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor: All direct labor, fringe, overhead, and fee charges should be billed by class of employee, rate per hour, and the number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the total budget). Consultant may request Kern COG approval of modifications to the direct labor or overhead so long as the total budget is not exceeded.
2. Other Direct Costs: All direct costs billed must be specifically identified. Any

travel costs may not exceed the per diem (\$65.00/day meals; \$225.00/day accommodations) and mileage rates shall be reimbursed at the IRS-established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

Ten (10) percent shall be retained from each contract billing until the completion of the contract. This retention will be released to the Consultant upon completion of the contract and contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by the Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. Consultant shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies, or equipment.

VII. Progress Reports

Consultant shall submit progress reports, as described in Exhibit "A" and Paragraph VI-B above. The purpose of the reports is to allow Kern COG to determine if the Consultant is completing the activities identified in the Work Program in accordance with the agreed-upon schedule and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under Section II, as identified under Section II, as set forth in Exhibit "A".

VIII. Inspection of Work

Consultant and any subcontractors shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in the Consultant's Project Manager, or members of the project team, without prior written approval by the Project Manager of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work and shall be available for no less than four (4) meetings with Kern COG.

X. Subcontracting

Consultant shall perform the work with resources available within its own organization unless otherwise specified in this contract. No portion of the work included in this contract shall be subcontracted without written authorization by Kern COG. In no event shall the Consultant subcontract for work in excess of fifty (50) percent of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing

this particular type of work. All authorized subcontracts shall contain the same applicable provisions specified in this contract.

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to the Consultant of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, the Consultant shall be reimbursed for expenses incurred prior and will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by the Consultant on the date of termination of this contract.

B. Termination for Cause:

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Consultant violates any of the covenants, agreements, or stipulations of this contract, Kern COG shall thereupon have the right to immediately terminate the contract by giving written notice to Consultant of the intent to terminate and specifying the effective date thereof. Kern COG shall provide an opportunity for consultation with the Consultant and a ten-day cure period prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials prepared by the Consultant under this contract shall, at the option of Kern COG, become the property of Kern COG. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

XII. Compliance with Laws, Rules, and Regulations

All services performed by the Consultant pursuant to this contract shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, rules, and regulations.

XIII. Conflict of Interest

A. Consultant and the agents and employees of Consultant shall act in an independent capacity in the performance of this contract, and not as officers, employees, or agents of Kern COG.

B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this contract that affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

Consultant hereby covenants that it has, at the time of the execution of this contract, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed

pursuant to this contract. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.

XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

XV. Copyrights

Consultant shall be free to copyright material developed under this contract with the provision that Kern COG reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, distribute, and to authorize others to use, and distribute for a fee or otherwise, the work for any purpose. A Consultant is subject to the duties of the agency relating to rights in data and copyrights as set forth in 48 CFR 52.227-14.

XVI. Publication

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.
- B. The following acknowledgment of FTA's participation must appear on the cover or title page of all final products:

“The preparation of this report has been financed, in part, through a grant from the U.S. Department of Transportation, Federal Transit Administration, under the authority of the 49 USC Chapter 43 #5313(b) of the Federal Transit Laws.”

XVII. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact that is not disposed of by mutual agreement shall be decided by a court of competent jurisdiction

XVIII. Hold Harmless

Consultant agrees to indemnify, and hold harmless, but shall have no duty to defend Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and other counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, to the extent caused by any negligent, reckless, or willfully wrongful act or omission of, material breach of the terms of this agreement by, or material violation of applicable laws by Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, and subject to the same extent caused by negligent, reckless, or willful act or omission, breach, or violation of applicable laws, the same shall include bodily and personal injury or death to any

person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and required additional insured and waiver of subrogation endorsements have been filed with endorsements have been filed with Kern COG's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required certificate of insurance must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, the Consultant shall supply proof that such person is an authorized representative thereof. Consultant shall promptly deliver Kern COG a certificate of insurance, and additional insured and waiver of subrogation required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Kern COG within 30 days after the expiration date of any policy. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Kern COG as an additional insured.

Without limiting Kern COG's right to obtain indemnification from the consultant or any third parties, the consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

- A. Commercial general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate. Such limits may be met through a combination of primary and excess policies. Commercial general liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Kern COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.
- B. Business automobile liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each accident.
- C. Professional liability insurance of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- D. Worker's compensation insurance as required by law.

This insurance shall not be canceled or reduced without a minimum of thirty (30) days advance written notice given to Kern COG except ten (10) days for non-payment of premium. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern

COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern COG, its officers, agents, and employees individually and collectively as additional insured (commercial general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled, changed, or, nonrenewed without a minimum of thirty (30) days advance, written notice given to Kern COG, except ten (10) days for non-payment of premium.

In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Kern COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

Consultant shall require any sub-contractors to provide workers' compensation for all of the sub-contractors employees. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, the Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraphs A and B shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents, and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on the most recent edition of the ISO CG 20 10 and CG 20 37 forms. Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. Cancellation of Insurance -- The above-stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits nonrenewed, except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, nonrenewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- E. All insurance shall be issued by a company or companies authorized to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating. Any exception to these requirements must be approved by the Kern COG, such approval shall not be unreasonably withheld.

- F. If Consultant is or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its reasonable discretion and by the written acceptance that the coverage proposed to be provided by the Consultant is equivalent to the above-required coverages.
- G. Commercial General Liability and automobile liability, insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve the Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this contract, Consultant, for itself, its assignees, and successors in interest, agrees as follows:

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

Prior to any performance under this agreement, the Consultant must review, sign and return to Kern COG a copy of Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("Certifications") attached and incorporated here as Exhibit D, "Debarment and Suspension Certification." The signed copy of the Certifications shall be incorporated by this reference into the Agreement as if set forth in full herein.

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant 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 Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Consultant 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 Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to Consultant under this contract until Consultant complies;
 - and/or 2) Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

It is the policy of Kern COG, the California State Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

The Caltrans annual DBE Program goal is 4.8 percent with a split of 3.7% race-neutral and 1.1% race-conscious for Federal Transit Administration (FTA) fund recipients. Failure to comply with

the DBE Program may result in the suspension or termination of federal funds until deficiencies are remedied as discussed in Title 49 CFR Part 26.101 and the MFTA Article IV, Section 2.

Title 49 CFR, Part 26, entitled, Participation by DBEs in Department of Transportation Financial Assistance Programs, describes a race-neutral measure or program as one that is, or can be, used to assist all small businesses. Race-neutral includes gender neutrality. On the other hand, a race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

The contractor, subrecipient, 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 United States Department of Transportation-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 the recipient deems appropriate, which may include but is not limited to:

- Withholding monthly progress payments.
- Assessing sanctions.
- Liquidated damages.
- Disqualifying the contractor from future bidding as non-responsible.

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

Prompt Payment Clauses

Prompt Progress Payment to Subcontractors the Local Agency shall require contractors and subcontractors to pay their subcontractors within seven (7) days for construction contracts, and within fifteen (15) days for consultant contracts, after receiving each progress payment. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for the construction contract, and Section 3321 of the CCC for consultant contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors - The Local Agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [Local Agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage

[withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
3. The Local Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Local Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Local Agency. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by

a subcontractor

XXII. Audits

At any time during normal business hours, and as often as Kern COG, Kern COG's participating agencies, the California Department of Transportation, the Federal Transit Administration, the Federal Highway Administration, the Department of Labor, the Comptroller General of the United States, or other appropriate state and federal agencies, or any duly authorized representatives may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this contract for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this contract. Project costs are subject to audit and approval for payment according to the eligibility requirements of the funding agencies. However, Kern COG shall not have the right to audit the Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of the Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes the final payment under this contract.

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Mr. Ahron Hakimi,
Executive Director
Kern Council of Governments (Kern COG)
1401 19th Street, Suite 300
Bakersfield, California 93301

OR

Jonathan Watts
Director of Operations/Authorized Signer
1525 International Parkway, Suite 3021
Lake Mary, FL 32746
202- 624-8366

XXV. Venue

If any party to this contract initiates any legal or equitable action to enforce the terms of this contract, to declare the rights of the parties under this contract, or which relates to this contract in any manner, Kern COG and Consultant agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

Kern COG and Consultant agree that the provisions of this contract will be construed in accordance with the laws of the State of California.

XXVII. No Authority to Bind Kern COG

It is understood that Consultant, in its performance of any and all duties under this contract, have no authority to bind Kern COG to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

XXVIII. Nonwaiver

No covenant or condition of this contract to be performed by the Consultant can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by the Consultant. Kern COG shall be entitled to invoke any remedy available to it under this contract or by law or in equity despite any such forbearance or indulgence.

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents, employees, or representatives anything but independent contractors and in all their activities and operations pursuant to this contract, Consultant, its officers, agents, employees, and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

Should any part, term, portion, or provision of this contract be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

XXXI. Signature Authority

Each person executing this contract on behalf of Consultant represents and warrants that he or she is authorized by Consultant to execute and deliver this contract on behalf of Consultant and that this contract is binding on Consultant in accordance with the terms.

IN WITNESS WHEREOF, the Kern Council of Governments and Consultant have executed this Agreement as of the date first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

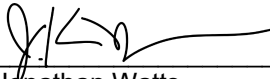
Ahron Hakimi, Executive Director
Kern Council of Governments

APPROVED AS TO FORM:

Bob Smith, Chair
"Kern COG"

CONSULTANT

Brian Van Wyk, Deputy
Kern County Counsel



Jonathan Watts
Director of Operations/Authorized Signer
Nelson\Nygaard Consulting Associates

Exhibit "A"
Scope of Work

Exhibit A- Scope of Work

Nine Rural Transportation Development Plans/Climate Resiliency Strategies Update and
Coordinated Human Services Transportation Plan Update
Kern Council of Governments

DETAILED WORK PLAN

Task Description and Deliverables

Task 1 Project Management

1.1 Invoicing

As part of the monthly invoicing process, Nelson\Nygaard will provide a progress report that includes a summary of all work completed during the billing period.

1.2 Project Management Meetings

Nelson\Nygaard is proposing to hold virtual biweekly project management meetings with the Kern COG project manager to help the project team stay on track in the proposed schedule. We find less frequent meetings are not as effective and can result in delays to the project schedule. We will use these biweekly meetings to discuss project issues, coordinate existing tasks, and discuss next steps. We will prepare agendas prior to each meeting and provide meeting notes afterwards.

1.3 Internal Team Coordination Meetings

To stay coordinated between the three consulting firms working on this project, Nelson\Nygaard will hold virtual biweekly consulting team meetings to discuss project progress and issues as they arise. These meetings will be offset one week from the biweekly project management meetings.

Task	Deliverable	Additional Details
1.1	Monthly progress reports	Word document attachments
1.2	Meeting agendas and notes	Ongoing single Word document

Task 2 Existing Conditions

2.1 Plan Review

We will begin the planning process with a review of appropriate prior planning efforts from transit operators and social service transportation agencies. The intent is to glean information about relevant projects and recommendations that will help to inform this project's planning process.

We will review up to 25 plans. At a minimum, we will review all ZEB Rollout Plans as well as all previous TDPs for each rural operator and any of the most recent long-range transit or transportation plans. Additional planning documents may be added following project kickoff.

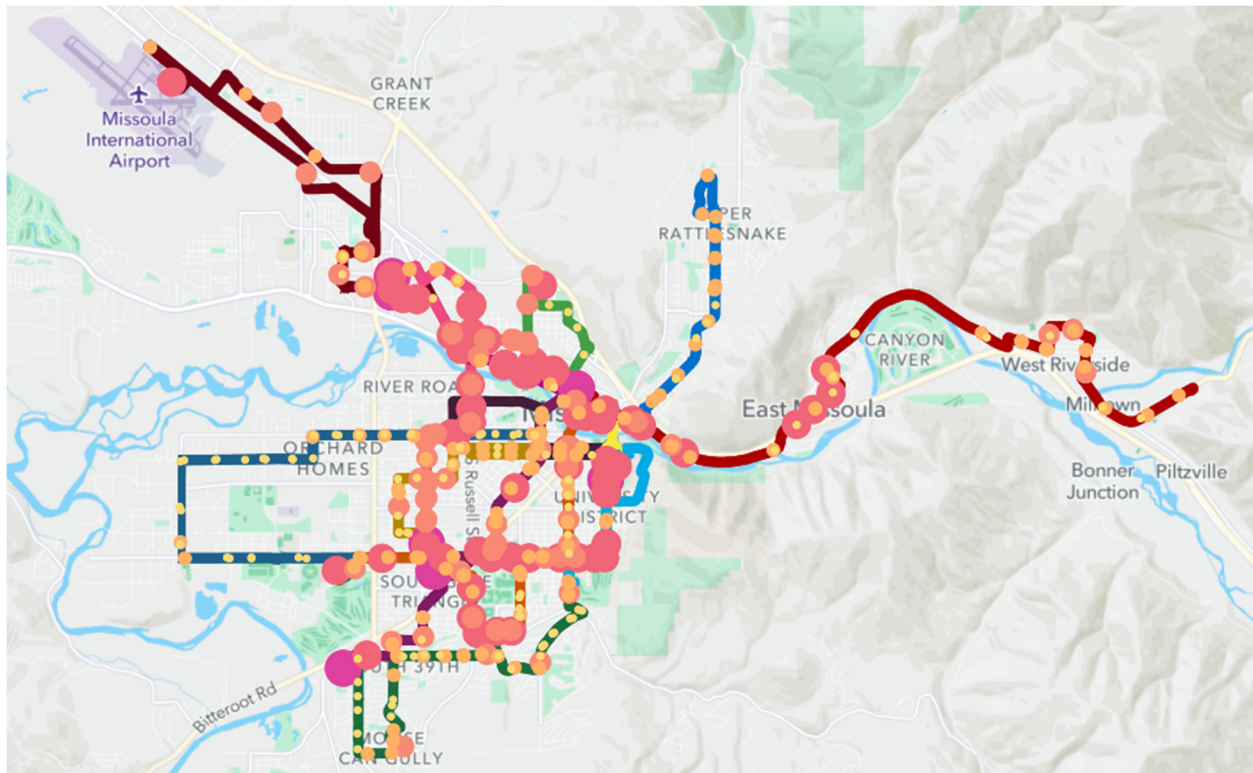
We will document our review in a chapter of the existing conditions report.

2.2 Existing Conditions Evaluation

We envision the existing conditions evaluation containing various components, as documented below.

Nine Rural Transportation Development Plans/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan Update

Kern Council of Governments



Sample interactive ridership map developed in Remix for Missoula, Montana

State of the Agency

For each of the nine agencies that Nelson\Nygaard will be preparing TDPs for, we will start by establishing an understanding of existing transit services. We will analyze all services provided (fixed route, paratransit, demand response), specifically looking at the following:

- System schedules: Days and hours of operation
- Revenue hours and peak vehicles by mode
- Current and historical ridership and farebox revenue
- Fare policy and pricing
- Fleet (including vehicle condition and maintenance demands regarding climate impacts)
- Existing facilities

Where applicable, we will compare an agency's performance against adopted agency standards. If data is available in an electronic format that can be readily mapped, we will use the data to develop an electronic, interactive ridership map for each municipality using Remix, a transit planning software, to understand ridership patterns within the study area.

We will also examine and document agency financial forecasts, if available, to be able to determine the ability to afford potential improvements that would be identified as part of Task 4. If an agency does not have a financial forecast, we will develop one as part of Subtask 4.1 to understand what an agency can afford within the five-year horizon of the TDP.

Historical Trends

Historical trend data can help paint the picture for how the community and transit usage is changing. We will collect and analyze five years of data on a variety of demographic and transit performance

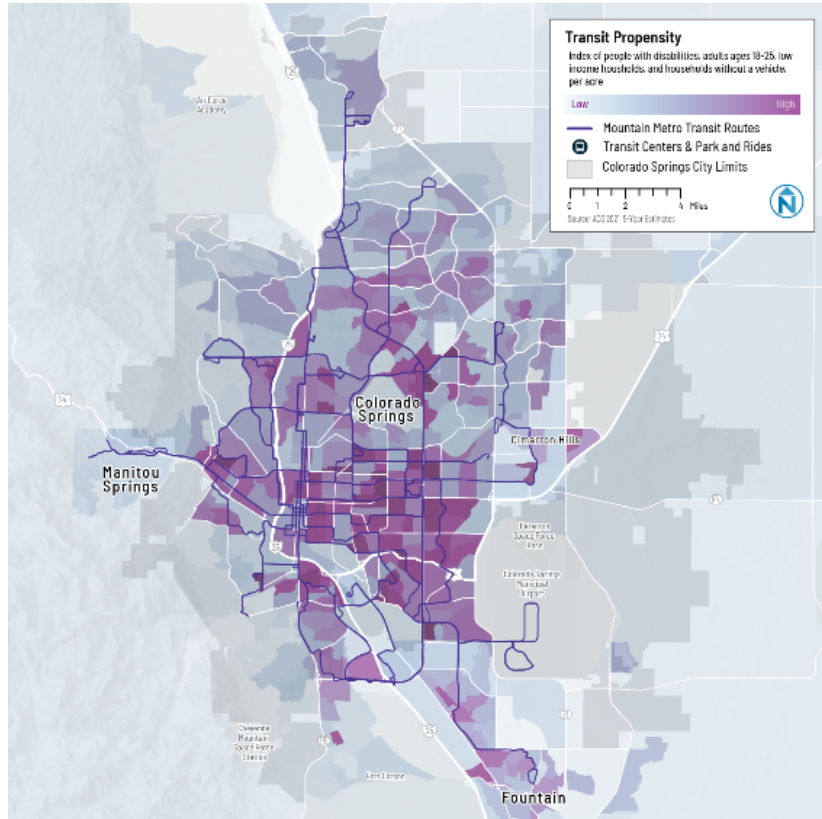
**Nine Rural Transportation Development Plans/Climate Resiliency Strategies Update and
Coordinated Human Services Transportation Plan Update**
Kern Council of Governments

metrics to understand how the community has changed and how things might be trending in the future. This lookback period will help to answer demographics questions (e.g., Is the community growing?), transit usage questions (e.g., Is transit usage increasing or staying constant?), and other transit operational questions (e.g., Has service productivity decreased? How much have operating costs increased?). These are all important for identifying improvements and understanding the conditions in which the agency is operating in. We intend to pull data at both the local level for each of the eight municipalities with transit (Arvin, California City, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, and Wasco) and at the county level for Kern Transit.

Market Assessment

Nelson\Nygaard will evaluate demographic data to understand who is living in the community and who may be needing transit service. We will utilize the latest Census data to analyze key demographic data including population and employment density and distribution, minority populations, low-income households, vehicle ownership, older adults, youth, and people with disabilities. Based on key Census variables, we will develop a transit propensity map to identify areas that have a higher demand or need for transit. We will examine Census Longitudinal Employer-Household Dynamics (LEHD) to identify home-to-work travel patterns that may generate ridership on new transit services.

We will also identify major employment centers, health care locations, essential services (grocery stores, pharmacies), and educational facilities as these are often frequent destinations for transit riders.



Sample transit propensity map developed for Colorado Springs

CalSTART and KARGO data

We will review the work from the CalSTART and KARGO efforts to set the foundation for the work being conducted in Task 4. The zero-emission vehicle scenario analysis data from CalSTART will help to inform the zero-emission element update, while the KARGO climate-adaption data will help to inform our climate resiliency recommendations.

2.3 Agency Interviews

We will conduct agency interviews with each rural transit operator and social service transportation agency covered by our CHSTP and TDP efforts. We will aim to conduct as many of these interviews in-person during a three-day period we are in Kern County; however, some interviews may need to be conducted virtually (for example, multiple social service organizations with a focus around a topic, like healthcare, may be suitable for a group virtual meeting. Additionally, social services which do not

**Nine Rural Transportation Development Plans/Climate Resiliency Strategies Update and
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directly provide transportation service may be suitable for a virtual meeting). We envision these interviews being conducted after we have completed some of the existing conditions work so that we have a baseline understanding of the agency/operator and the communities they serve.

We will use these interviews to talk through the issues/opportunities/challenges each agency is facing, ask clarifying questions about data we have already received, and request additional data that we may need. We will also use our time on site to examine the fleet and facilities. We will work with Kimley-Horn staff to build out interview questions that need to be answered about climate-resiliency needs and ZEB requirements.

We will prepare interview questions and provide them to the agency beforehand. Notes will be taken during the meeting and a high-level summary will be included in the existing conditions report.

2.4 Existing Conditions Report

All the work in Task 2 will be presented in a single existing conditions report that can be used for all the plans. We will also include our findings from Phase 1 outreach, which will have findings related to transportation needs/gaps we have identified in our outreach efforts. This report will serve as a resource for the development of recommendations in Task 4.

Task	Deliverable	Additional Details
2.1	Summary of plan review	To be included as a chapter of the existing conditions report
2.3	Interview sheet and notes	Template to be a Word document sent as attachment for Kern COG approval
2.4	Existing conditions report	Word document

Task 3 Community and Stakeholder Engagement

3.1 Project Steering Committee

Following Notice to Proceed (NTP), we will work with Kern COG staff to assemble a project steering committee. We envision one representative from each of the nine agencies being included on this committee as well as staff from Kern COG and Caltrans District 6 and 9.

Following committee formation, the Nelson\Nygaard team will convene a virtual project-steering-committee kickoff meeting. The purpose of this meeting will be to discuss the following:

- Project goals
- Communication protocols
- Local issues and sensitivities as well as potential challenges and opportunities
- Project timeline and key deliverables
- Community engagement efforts and audiences

We will submit an agenda with a data needs list prior to the meeting. A meeting summary with action items will be provided after the meeting.

Following the kickoff meeting, we envision conducting monthly virtual meetings to provide project updates. We will work with the Kern COG project manager to set the agenda. We will provide a meeting summary and action items after each meeting. We may reduce the meeting frequency at certain times of the project if there is nothing substantial to discuss.

3.2 Public Outreach Plan

To help guide and plan for upcoming outreach efforts, we will prepare a public outreach plan that documents our approach. This document will outline the goals of Phases 1 and 2 outreach, as well as our planned virtual stakeholder meetings. This document will also include relevant details for our outreach such as proposed events/locations for in-person events. We envision this being a living document that we update throughout the public outreach process so that we have a source of truth for all details related to upcoming outreach.

We aim to ensure all outreach efforts are inclusive to all, and the public outreach plan will document such procedures, which will include centering accessibility for people with disabilities in the selection of on-site outreach locations for outreach, translations of printed materials into Spanish and Punjabi (as well as other languages that may be needed for a specific community), and providing translation services at outreach events in response to requests made with sufficient advance notice.

3.3 Virtual Stakeholder Meetings

To provide a more intimate setting for discussions, we will conduct two rounds of virtual stakeholder workshops, coinciding with the two rounds of outreach. We anticipate each round will include nine one-hour meetings, one for each agency.

We will coordinate with the project steering committee to identify specific groups that should be invited to participate in these meetings. We expect this list will include representatives of organizations that represent transit riders, older adults, people with disabilities, business groups, schools, and others. Each stakeholder discussion will include a brief presentation followed by a group discussion. The first meeting will seek input on transit gaps, needs, and opportunities that each of the different population groups experience. The purpose of the second meeting will be to receive feedback on the recommendations for both the TDP and CHSTP.

Nelson\Nygaard and Kimley-Horn will develop the presentations and coordinate technical aspects of the meeting. VMA will facilitate the meetings and take notes. Dates for the workshops will be finalized in collaboration with the project steering committee.

3.4 Phase 1 Public Outreach

As mentioned previously, we envision community outreach being a two-phased effort.

Phase 1, which will be conducted countywide and done alongside the existing conditions work in Task 2, will be used to introduce the public to this study and to gather input on transportation challenges/needs/desires from the various communities. The feedback from Phase 1 outreach will be used to help inform both the TDP and CHSTP efforts.

We will conduct up to two events in person at each of the eight municipalities and up to four events within Kern Transit's service area. These in-person events could be public meetings or pop-up events, where we show up at places people are already gathering (e.g., senior centers, farmers markets, transit centers/popular bus stops). Possible locations for the Kern Transit events include the Downtown

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Transit Center in Bakersfield, the Kern River Valley Veterans/Senior Center and adjacent bus stop in Lake Isabella, the Hummell Community Center and adjacent bus stop in Rosamond, and the Carl's Jr. stop in Mojave. We will work with the project steering committee to identify the types, locations, and suitable times to conduct these outreach events.

We envision two outreach teams, consisting of two people each, conducting the in-person outreach over the course of a week. One team will cover McFarland, Wasco, Shafter, Taft, and Arvin as well as two potential Kern Transit events in Lake Isabella (the Kern River Valley Veterans/Senior Center) and Bakersfield (Downtown Transit Center). The second team will cover California City, Tehachapi, and Ridgecrest as well as two potential Kern Transit events in Rosamond (Hummell Community Center), and Mojave (the Carl's Jr bus stop).

Phase 1 outreach will also involve the development of a transportation needs survey to help us capture transportation challenges/needs/desires from the community. We will develop one survey for all plans that captures where the respondent is living and wants to travel so that their feedback can be properly captured in the appropriate plan. We envision this survey being hosted online; however, we can also administer the survey at in-person events. We will provide printed and electronic advertising material so that the survey can be advertised to a wider audience. We will work with the project steering committee to finalize the language used in the survey and work to advertise the survey to their community.

The findings from Phase 1 outreach will be documented in the existing conditions report as this is the starting point for the needs assessment (Task 4).

3.5 Phase 2 Public Outreach

Phase 2 outreach will be conducted after the recommendations from Task 4 are complete. We envision Phase 2 outreach being conducted in three rounds, using the three TDP groupings we have agreed upon with Kern COG and the municipalities. The intent with Phase 2 outreach is to present both the TDP and CHSTP proposed recommendations to the public for input and ask for possible feedback on prioritization of improvements.

Once the TDP recommendations for all agencies in each grouping are ready for public input, we will begin preparing for public outreach. Since the CHSTP will require input from all communities before being finalized, we envision keeping the recommendations consistent for all three rounds of outreach, unless there are glaring omissions or corrections that need to be made prior to the next round of outreach.

Having established connections within the community with in-person events in Phase 1, we envision Phase 2 outreach events being held virtually. Participation in Phase 1 is not a requisite for participation as the team will update all attendees on the project context and key findings. We envision conducting one virtual public meeting for each of the eight municipalities and one virtual meeting for Kern Transit. The meeting will be used to walk through the proposed recommendations, answer any questions, and collect feedback from the public. We will work with the project steering committee to identify suitable times to conduct these meetings.

Phase 2 outreach will also include development of a survey. We will develop the survey to be tailored to each individual community's recommendations. The survey will be hosted online and will include a description of the recommendations, along with potential questions about priorities for implementation. The intent of the survey is to have the public provide feedback on the recommendations for potential refinement, as well as to help develop the prioritization of improvements. We will provide printed and electronic advertising material so that the survey can be advertised to a wider audience.

3.6 Outreach Summary

Following the completion of outreach, we will develop a summary document of all outreach activities. This will include both a high-level summary for inclusion in the final report as well as a more detailed appendix that lists the specific activities that were conducted, along with dates, attendance numbers, and other relevant details. The high-level summary content will be included in the individual TDPs and the CHSTP final reports as appropriate for documentation of outreach efforts.

Task	Deliverable	Additional Details
3.1	Meeting agenda and notes	Working Word document with email agendas and action item summaries
3.2	Public outreach plan	Word document
3.3	Presentation slides and meeting notes	PDF documents
3.4	Phase 1 Survey, printed and electronic advertising material, in-person outreach materials	PDF documents, with links to online survey preview (if applicable)
3.5	Phase 2 Survey, PowerPoint slides for each virtual public meeting, printed and electronic advertising material	PDF documents, with links to online survey preview (if applicable)
3.6	Outreach summary document	Word document

Task 4 Development of Recommendations

With existing conditions and Phase 1 outreach completed, we can begin the development of recommendations. The work is broken into three subtasks. The recommendations will be incorporated into each agency's TDP and as part of the CHSTP work.

4.1 Needs/Service Assessment

We will begin with a needs assessment to inventory what each community's transportation needs are for both the TDP and CHSTP efforts.

TDPs are intended to help transit operators improve their services by identifying needs, prioritizing improvements, and determining how they will pay for those improvements. The needs/service assessment will also evaluate the potential take-over of Amtrak Thruway bus services to Santa Clarita by Kern Transit. Needs can be administrative, operational/service, or capital-related. We will identify the lead agency for each recommendation (e.g., transit operator, social services transportation agency).

For the CHSTP, recommendations are intended to meet identified barriers to transportation services for older adults and people with disabilities—as well as expanding mobility options for situations in public transit is unavailable or inaccessible.

Items we will consider as part of this assessment include the following:

- Extension of existing services and introduction of new services. This includes an investigation of potential microtransit or comingled paratransit service.
- Connections to current and future countywide or statewide public transit services, privately owned transit bus services, passenger rail services (Metrolink and future HSR), and airline services.

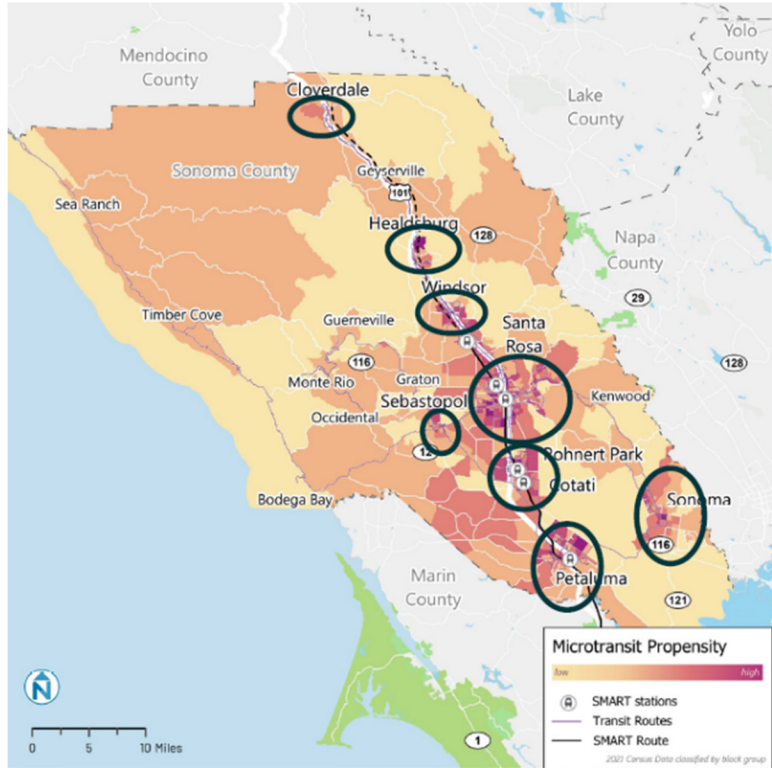
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- Connections to major employment centers, health care locations, essential services (e.g., grocery stores, pharmacies), and educational facilities.
- Collaboration with CalSTART initiative on potential long-haul transit technologies for Trans-Sierra Routes such and Tehachapi and Tejon Passes for Kern Transit and the Eastern Sierra Transit Authority.
- Exploration of a possible mobility management program.

We recognize that recommendations must be fiscally affordable so we will need to balance meeting any unmet demand, providing equitable access, and providing good service quality. We will refer back to the agency forecasts documented in the existing conditions effort and work with agency staff to program improvements in future years based on funding availability. For those agencies that do not have financial forecasts, we will develop one as part of this task.

If needed, we will work with Kern COG to do ridership modeling for any future service improvements and assist with implementation priority.



Microtransit propensity map developed for Sonoma County

4.2 Climate Resiliency Assessment

As part of this task, we will develop recommendations that will help mitigate the potential impacts of climate-related emergency events for each transit operator to ensure that service can operate resiliently. We will review any vulnerabilities identified in the KARGO Climate Adaptation Study and incorporate strategies/recommendations into our plan, as appropriate. Customized climate resiliency recommendations will be developed for each of the nine TDPs as well as for the CHSTP.

4.3 Fleet and ZEB Plan

Building off our assessment of the existing fleet and data from Kern COG’s KARGO Study, we will update and/or develop strategies to ensure that mobility needs are met with a ZEB fleet. We will provide recommendations for updating each ZEB Rollout Plan. Potential updates could include but are not limited to timeline revisions, the purchase of new or different vehicle types, fueling infrastructure upgrades, and vehicle storage yards expansion.

Task	Deliverable	Additional Details
4.1, 4.2, and 4.3	Summary write-up and ancillary graphics	To be included in the final TDP or CHSTP report

Task 5 Draft and Final Reports

5.1 Agency TDPs

We will prepare nine separate TDPs that document the recommendations developed in Task 4 and incorporate the inputs and edits from the second round of outreach in Subtask 3.5. The TDPs will include applicable recommendations on climate resiliency and the ZEB plan. As each plan is produced, we will transmit it to Kern COG and the appropriate agency for review. We will rely on Kern COG to coordinate with each agency to ensure we have a single set of consolidated, non-conflicting comments to address. Upon receiving comments, we will revise and finalize the TDP. Aside from document size, the benefit of preparing nine separate reports rather than a combined single document (with multiple chapters) is that it will allow each agency to have their own standalone document and for a more seamless approval process with the three-group production process we outlined previously.

At the end of the project, we will transmit all electronic files, including all reports/memos and backup data, to Kern COG and the nine agencies.

5.2 Coordinated Human Service Transportation Plan

We will prepare a county-wide CHSTP that captures the recommendations developed in Task 4. The team will, throughout the full planning process, ensure that this CHSTP update is a locally developed plan that clearly lists recommendations for possible funding by the FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities) as required. The project team may utilize questions from stakeholder meetings and Phase II outreach to prioritize recommendations. We will transmit the draft document to Kern COG for review. Upon receiving comments, we will revise and finalize the plan document.

At the end of the project, we will transmit all electronic files, including all reports/memos and backup data, to Kern COG and the nine agencies.

Task	Deliverable	Additional Details
5.1	Nine agency TDP reports	PDF format, including all relevant electronic files and backup data
5.2	CHSTP report	PDF format along with all relevant electronic files and backup data

Task 6 Presentations

6.1 Presentations

Following the completion of each TDP, we will prepare and deliver one presentation to each agency's respective board for adoption. Following the completion of the CHSTP, we will also prepare a presentation and deliver it to Kern COG's transportation technical advisory committee. **We anticipate these presentations to be given virtually and have not budgeted for in-person presentations or travel under this task.**

Task	Deliverable	Additional Details
6.1	Nine TDP presentations and one CHSTP presentation	Live virtual presentation, slide deck provided on request

Exhibit "B"
Project Timeline

Exhibit "C"
Project Budget

Exhibit C- Project Budget

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Project Personnel Hours and Tasks

In the table below, we have indicated how many hours each team member will be assigned to the contract and which tasks they will be assigned to perform.

Task Description	Nelson\Nygaard Labor Costs											Subconsultant Costs										Total Subconsultants Labor Hours	Total Labor Hours		
	McMillan, Tracy	Pincus-Roth, Ezra	Taniguchi, Kyle	Constantine, Sophia	Patni, Sagar	Payne, Timothy	Carraher, Michael	Yuh, Jungwha	Weber, Alexandra	Project Accountant	Administrative Assistant	Kimley-Horn					VMA								
												James Gamez	Hailey Brey	Erik Mumm	John Jackson	Jason Cheng	Kimley-Horn	Claudia Cruz	Karina Lazo	Rosie Richardson	Cassandra Flores			VMA	
PROJECT MANAGEMENT and QA/QC																									
1.0 Project Management																									
1.1 Invoicing		18.0	36.0							36.0		90.0	9.0				9.0	9.0				9.0	18.0	108.0	
1.2 Project Management Meetings		45.0	63.0									108.0	36.0				36.0	8.0	16.0			24.0	60.0	168.0	
1.3 Internal Team Coordination Meetings	4.0	36.0	36.0									76.0	18.0				18.0	18.0	18.0			36.0	54.0	130.0	
Task Total 1	4.0	99.0	135.0	-	-	-	-	-	-	36.0	-	274.0	63.0	-	-	-	63.0	35.0	34.0	-	-	69.0	132.0	406.0	
2.0 Existing Conditions																									
2.1 Plan Review		4.0	12.0	20.0	12.0							48.0	4.0			12.0	4.0	20.0				-	20.0	68.0	
2.2 Existing Conditions Evaluation		20.0	40.0	40.0	72.0		40.0		24.0			236.0	16.0	56.0			72.0					-	72.0	308.0	
2.3 Agency Interviews	2.0	40.0	40.0			2.0				4.0		88.0	2.0	2.0			4.0					-	4.0	92.0	
2.4 Existing Conditions Report	2.0	12.0	24.0	40.0	40.0	2.0		12.0	20.0			152.0	8.0	32.0		32.0	72.0					-	72.0	224.0	
Task Total 2	4.0	76.0	116.0	100.0	124.0	4.0	40.0	12.0	44.0	-	4.0	524.0	30.0	90.0	-	12.0	36.0	168.0	-	-	-	-	168.0	692.0	
3.0 Community and Stakeholder Engagement																									
3.1 Project Steering Committee		27.0	36.0								2.0	65.0	27.0				27.0	4.0	20.0			24.0	51.0	116.0	
3.2 Public Outreach Plan		2.0	4.0									6.0					-	12.0	40.0			52.0	52.0	58.0	
3.3 Virtual Stakeholder Meetings		22.5	31.5								2.0	56.0	9.0				9.0	4.0	20.0			24.0	33.0	89.0	
3.4 Phase 1 Public Outreach		8.0	8.0					16.0	24.0		2.0	58.0					-	4.0	196.0	32.0	32.0	264.0	264.0	322.0	
3.5 Phase 2 Public Outreach		13.5	18.0					16.0	32.0		2.0	81.5					-	4.0	80.0	8.0	12.0	104.0	104.0	185.5	
3.6 Outreach Summary		4.0	16.0								4.0	24.0					-	4.0	20.0		8.0	32.0	32.0	56.0	
Task Total 3	-	77.0	113.5	-	-	-	-	32.0	56.0	-	12.0	290.5	36.0	-	-	-	36.0	32.0	376.0	40.0	52.0	500.0	536.0	826.5	
4.0 Development of Recommendations																									
4.1 Needs/Service Assessment	4.0	36.0	216.0	60.0	216.0	8.0			216.0			756.0					-					-	-	756.0	
4.2 Climate Resiliency Assessment		4.0	12.0									16.0	32.0	36.0	4.0	60.0	132.0					-	132.0	148.0	
4.3 Fleet and ZEB Plan		4.0	12.0									16.0	32.0	36.0	40.0	60.0	168.0					-	168.0	184.0	
Task Total 4	4.0	44.0	240.0	60.0	216.0	8.0	-	-	216.0	-	-	788.0	64.0	72.0	44.0	120.0	300.0	-	-	-	-	-	300.0	1,088.0	
5.0 Draft and Final Reports																									
5.1 Agency TDPs		12.0	216.0		216.0	24.0	32.0	8.0	216.0			724.0	24.0	90.0			114.0					-	114.0	838.0	
5.2 Coordinated Human Service Transportation Plan	8.0	40.0	12.0	80.0			20.0	8.0				168.0					-					-	-	168.0	
Task Total 5	8.0	52.0	228.0	80.0	216.0	24.0	52.0	16.0	216.0	-	-	892.0	24.0	90.0	-	-	114.0	-	-	-	-	-	114.0	1,006.0	
6.0 Presentations																									
6.1 Presentations		15.0	20.0									35.0	15.0				15.0					-	15.0	50.0	
Task Total 6	-	15.0	20.0	-	-	-	-	-	-	-	-	35.0	15.0	-	-	-	15.0	-	-	-	-	-	15.0	50.0	
TOTAL HOURS	20.0	363.0	852.5	240.0	556.0	36.0	92.0	60.0	532.0	36.0	16.0	2,803.5	232.0	252.0	44.0	132.0	36.0	696.0	67.0	410.0	40.0	52.0	569.0	1,265.0	4,068.5

Exhibit C- Project Budget

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BUDGET AND BILLING FORMAT

We have included Attachment B: Budget and Cost Breakdown as requested. We will comply with the budget and billing format as laid out in the RFP. We have also included our full budget spreadsheet on the next page for clarity on all totals.

Attachment B

TASKS	Tracy McKillian	Erin Pincus-Roth	Kyle Taniuchi	Sophia Constantine	Sagar Patni	Timothy Payne	Michael Carnahan	Jungwha Yun	Alexandra Weber	Project Accountant	Administrative Assistant	James Gomez (Kimley-Horn)	Halley Brey (Kimley-Horn)	Erik Mumm (Kimley-Horn)	Jackson (Kimley-Horn)	Jason Cheng (Kimley-Horn)	Claudia Cruz (VMA)	Karina Lazo (VMA)	Rosie Richardson (VMA)	Cassandra Flores (VMA)	Total Task Hours	Total Task Cost																				
	Principal-in-Charge	Project Manager	Deputy Project Manager	CHSTP Planner	TDP Planner	Senior Advisor	GIS Support	Visual Comm Support	Project Planner	Project Accountant	Administrative Assistant	Fleet and Resiliency Lead	Fleet and Resiliency Support	ZEB Planner	ZEB Planner	Transit Resiliency Planner	Outreach Lead	Outreach Associate	Outreach Associate	Outreach Associate																						
1 Project Management	4	\$918.73	99	\$16,305.98	135	\$21,827.44	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	36	\$5,657.45	0	\$0.00	63	\$17,784.27	0	\$0.00	0	\$0.00	35	\$5,303.55	34	\$3,525.46	0	\$0.00	0	\$0.00	406	\$71,322.88								
1.1 Invoicing	0	\$0.00	18	\$2,954.72	36	\$5,820.65	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	36	\$5,657.45	0	\$0.00	9	\$2,540.61	0	\$0.00	0	\$0.00	9	\$1,363.77	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	108	\$ 18,347.21						
1.2 Project Management Meetings	0	\$0.00	45	\$7,411.81	63	\$10,186.14	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	36	\$10,182.44	0	\$0.00	0	\$0.00	0	\$0.00	8	\$1,212.24	16	\$1,659.04	0	\$0.00	0	\$0.00	168	\$ 30,631.67						
1.3 Internal Team Coordination Meetings	4	\$918.73	36	\$5,929.45	36	\$5,820.65	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	18	\$2,727.54	18	\$1,866.42	0	\$0.00	0	\$0.00	130	\$ 22,344.01						
2 Existing Conditions	4	\$918.73	76	\$12,517.72	116	\$18,755.43	100	\$12,390.79	124	\$16,207.78	4	\$1,172.59	40	\$7,132.26	12	\$2,148.74	44	\$5,451.95	0	\$0.00	4	\$405.55	30	\$8,468.70	90	\$14,256.00	0	\$0.00	12	\$1,991.64	36	\$5,526.36	0	\$0.00	0	\$0.00	692	\$107,344.23				
2.1 Plan Review	0	\$0.00	4	\$658.83	12	\$1,940.22	20	\$2,478.16	12	\$1,568.49	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$1,129.16	0	\$0.00	0	\$0.00	12	\$1,991.64	4	\$614.04	0	\$0.00	0	\$0.00	0	\$0.00	68	\$ 10,380.54				
2.2 Existing Conditions Evaluation	0	\$0.00	20	\$3,294.14	40	\$6,467.39	40	\$4,956.32	72	\$9,410.96	0	\$0.00	40	\$7,132.26	0	\$0.00	24	\$2,973.79	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	308	\$ 47,621.89				
2.3 Agency Interviews	2	\$459.37	40	\$6,588.27	40	\$6,467.39	0	\$0.00	0	\$0.00	2	\$586.30	0	\$0.00	0	\$0.00	4	\$405.55	2	\$564.88	2	\$316.80	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	92	\$ 15,388.26				
2.4 Existing Conditions Report	2	\$459.37	12	\$1,979.48	24	\$3,860.43	40	\$4,956.32	40	\$5,228.31	2	\$586.30	0	\$0.00	12	\$2,148.74	20	\$2,478.16	0	\$0.00	0	\$0.00	8	\$2,258.32	32	\$5,066.80	0	\$0.00	0	\$0.00	32	\$4,912.32	0	\$0.00	0	\$0.00	224	\$ 33,953.55				
3 Community and Stakeholder Engagement	0	\$0.00	77	\$12,682.43	113.5	\$18,351.22	0	\$0.00	0	\$0.00	0	\$0.00	32	\$5,729.99	56	\$6,938.84	0	\$0.00	12	\$1,216.66	36	\$10,162.44	0	\$0.00	0	\$0.00	0	\$0.00	32	\$4,848.96	376	\$38,987.44	40	\$4,691.60	52	\$4,228.64	826.5	\$107,838.21				
3.1 Project Steering Committee	0	\$0.00	27	\$4,447.09	36	\$5,820.65	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$202.78	27	\$7,621.83	0	\$0.00	0	\$0.00	0	\$0.00	4	\$606.12	20	\$2,073.80	0	\$0.00	0	\$0.00	116	\$ 20,772.26				
3.2 Public Outreach Plan	0	\$0.00	2	\$329.41	4	\$646.74	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$1,818.36	40	\$4,147.60	0	\$0.00	0	\$0.00	0	\$0.00	58	\$ 6,942.11				
3.3 Virtual Stakeholder Meetings	0	\$0.00	22.5	\$3,705.90	31.5	\$5,093.07	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$202.78	9	\$2,540.61	0	\$0.00	0	\$0.00	0	\$0.00	4	\$606.12	20	\$2,073.80	0	\$0.00	0	\$0.00	89	\$ 14,222.28				
3.4 Phase 1 Public Outreach	0	\$0.00	8	\$1,317.65	8	\$1,293.48	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,864.99	24	\$2,973.79	0	\$0.00	2	\$202.78	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$606.12	196	\$20,323.24	32	\$3,783.28	32	\$2,602.24	322	\$ 35,937.57				
3.5 Phase 2 Public Outreach	0	\$0.00	13.5	\$2,223.54	18	\$2,910.32	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,864.99	32	\$3,965.05	0	\$0.00	2	\$202.78	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$606.12	80	\$8,295.20	8	\$938.32	12	\$975.84	185.5	\$ 22,982.17				
3.6 Outreach Summary	0	\$0.00	4	\$658.83	16	\$2,586.96	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$405.55	0	\$0.00	4	\$405.55	0	\$0.00	0	\$0.00	0	\$0.00	4	\$606.12	20	\$2,073.80	0	\$0.00	8	\$650.56	56	\$ 6,981.82				
4 Development of Recommendations	4	\$918.73	44	\$7,247.10	240	\$38,804.33	60	\$7,434.47	216	\$28,232.87	8	\$2,345.18	0	\$0.00	0	\$0.00	216	\$26,764.11	0	\$0.00	0	\$0.00	64	\$18,066.56	72	\$11,404.80	44	\$6,260.76	120	\$19,916.40	0	\$0.00	0	\$0.00	0	\$0.00	1088	\$167,395.33				
4.1 Needs/Service Assessment	4	\$918.73	36	\$5,929.45	216	\$34,923.90	60	\$7,434.47	216	\$28,232.87	8	\$2,345.18	0	\$0.00	0	\$0.00	216	\$26,764.11	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	756	\$ 106,548.72				
4.2 Climate Resiliency Assessment	0	\$0.00	4	\$658.83	12	\$1,940.22	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	32	\$9,033.28	36	\$5,702.40	4	\$609.16	60	\$9,958.20	0	\$0.00	0	\$0.00	0	\$0.00	148	\$ 27,862.08				
4.3 Fleet and ZEB Plan	0	\$0.00	4	\$658.83	12	\$1,940.22	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	32	\$9,033.28	36	\$5,702.40	40	\$5,691.60	60	\$9,958.20	0	\$0.00	0	\$0.00	0	\$0.00	184	\$ 32,984.52				
5 Grant and Final Reports	8	\$1,837.46	52	\$8,264.76	228	\$38,854.12	80	\$9,912.63	216	\$28,232.87	24	\$7,035.55	52	\$9,271.94	16	\$2,894.99	216	\$26,764.11	0	\$0.00	0	\$0.00	24	\$6,774.96	90	\$14,256.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1006	\$152,379.39				
5.1 Agency TDPs	0	\$0.00	12	\$1,978.48	216	\$34,923.90	0	\$0.00	216	\$28,232.87	24	\$7,035.55	32	\$5,705.61	8	\$1,432.50	216	\$26,764.11	0	\$0.00	0	\$0.00	24	\$6,774.96	90	\$14,256.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	838	\$ 127,102.18				
5.2 Coordinated Human Service Transportation Plan	8	\$1,837.46	40	\$6,588.27	12	\$1,940.22	80	\$9,912.63	0	\$0.00	0	\$0.00	20	\$3,566.13	8	\$1,432.50	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	168	\$ 25,277.21				
6 Presentations	0	\$0.00	15	\$2,470.60	20	\$3,233.69	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	15	\$4,234.35	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	50	\$9,938.65				
6.1 Presentations	0	\$0.00	15	\$2,470.60	20	\$3,233.69	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	15	\$4,234.35	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	50	\$ 9,938.65				
Tasks Subtotal	20	\$1,693.66	363	\$60,789.69	852.5	\$137,836.23	240	\$26,737.90	556	\$72,673.60	36	\$10,663.33	62	\$16,404.20	60	\$10,742.72	532	\$66,919.01	36	\$6,667.18	16	\$1,622.21	232	\$66,491.28	252	\$39,916.80	44	\$6,260.76	132	\$21,008.04	36	\$5,626.36	67	\$10,162.81	410	\$42,812.00	40	\$4,691.60	52	\$4,228.64	4068.5	\$616,218.68

Direct Costs		
Direct Cost	Qty	Amount
Airfare	2	\$1,200.00
Hotel	24	\$3,600.00
Per Diem	27	\$2,025.00
Rental Cars and Gas	23	\$2,300.00
Other Ground Transportation (Mileage, Transit, Parking)	8	\$600.00
Meeting Materials		\$4,000.00
Subconsultant Markup		\$10,034.44
Direct Costs Subtotal		\$23,759.44

Sub-consultants	
Sub-consultants (included with staff above)	Amount
Sub-consultants Subtotal	\$210,723.33

Proposed Grand Total	\$639,978.13
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Exhibit D

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

- 1) The Consultant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors, and sub-recipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with the commission of any of the offenses listed in sub-paragraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the Kern Council of Governments.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of the award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

CONSULTANT: NELSON\NYGAARD

Jonathan Watts.
Director of Operations/
Authorized Signer

DATE _____