

STAFF REPORT

SUBJECT: Intelligent Transportation Systems and Program Management Assistance Contract

MEETING DATE: August 17, 2006

AGENDA ITEM: 6E

RECOMMENDATION:

Approve contract with Com3 Consulting for professional services at a not-to-exceed cost of \$35,900 for the fiscal year ending June 30, 2007.

STAFF CONTACT: Brittany Odermann

DISCUSSION:

SBCAG received two federal earmarks, secured by Congresswoman Lois Capps, totaling \$1.8M dedicated to South Coast Highway 101 operational improvements. The funds may be used to implement some of the 101 in Motion proposed early action items and ITS projects identified in the SBCAG long-range Metropolitan Transportation Plan.

ITS includes a broad range of operational and management strategies involving information technologies that are designed to reduce traffic congestion and make more efficient use of existing transportation infrastructure. They include strategies such ramp metering, closed-circuit TV, changeable message signs, 511 traveler information systems, transit automatic vehicle locator systems, etc.

SBCAG staff is proposing to initiate a multi-agency project task force to expand the ITS Program in Santa Barbara County. This will include completing an inventory of existing ITS projects in place and other ITS plans and projects as well as resources available from each agency. Staff will also work with the task force to develop and reach consensus on an ITS project implementation strategy including project prioritization and schedule. In addition, staff will begin project implementation and manage approved ITS projects. At a minimum, agencies that would be part of the task force include representatives from Caltrans, California Highway Patrol, city/county public works staff and MTD.

To help facilitate the task force and develop a “master plan” plan for ITS projects, staff recommends that Gerald Comati of Com3 Consulting be hired to provide technical support, assisting SBCAG staff with implementation of ITS projects. Mr. Comati was a subconsultant to Parsons Brinkerhoff on the 101 in Motion project, so he is familiar with the proposed early action

Member Agencies

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

ITS projects. He also is a subconsultant to Moffat & Nichol Engineering, under contract to SBCAG, assisting in the preparation of the completed environmental documents and nearly complete design plans for the Highway 101 Milpas\Cabrillo-Hot Springs Operational Improvement. Mr. Comati also served as a project manager while employed by Fluor Enterprises and worked on many of the early regional projects delivered in the Measure D program. He is currently under contract to SBCAG providing state and federal program management assistance.

If hired, Com3 will also provide program management assistance as a continuation of a prior contract. He would assist staff to initiate the use of project tracking software and continue to monitor the status of RTIP funded projects through meetings with local agencies.

Based on his experience working on the Highway 101 in Motion early action plan and his familiarity with South Coast highway corridor projects in our region, staff recommends that Com3 Consulting be retained to conduct the attached ITS and program management assistance services. The work would be completed at a not-to-exceed cost of \$35,900. The initial term of the contract is one year with an option to renew the agreement annually as needed. The services provided by Com3 would be funded from the SBCAG earmark grant as part of the project management and development costs.

COMMITTEE REVIEW: None

ATTACHMENTS

Com3 Consulting contract for Professional and Technical Services

Agreement Between

COM3 CONSULTING

and

Santa Barbara County Association of Governments

for

Professional and Technical Services

from

August 17, 2006 through June 30, 2007



THIS AGREEMENT, made and entered into this 17th day of August, by and between the Santa Barbara County Association of Governments, hereinafter referred to as SBCAG and COM3 Consulting, hereinafter referred to as CONSULTANT. The purpose of this contract is to engage CONSULTANT to render professional and technical services for project management and monitoring assistance to SBCAG. NOW THEREFORE: the parties hereto do mutually agree as follows:

I. Agreement Organization and Content

This Agreement is fully comprised of these terms and the attached appendices: Appendix "A", Scope of Services; and Appendix "B", Compensation.

II. Services to be Performed by CONSULTANT

CONSULTANT agrees to perform and execute for the benefit of SBCAG the tasks, duties and responsibilities hereinafter referred to as Services and described in Appendix "A", Scope of Services.

III. Term of Agreement

CONSULTANT shall begin performance of the Services on August 17, 2006 and shall complete the Services on June 30, 2007. The term of the Agreement may be extended on an annual basis at the option of the SBCAG.

IV. Compensation

For the performance of the Services, SBCAG agrees to pay CONSULTANT in the manner and at the times specified, the compensation set forth in Appendix "B", Compensation.

Total compensation paid by SBCAG to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed \$35,900. Compensation includes labor, overhead, fee and expenses. Consultant shall submit to SBCAG monthly invoices for Services performed in a format acceptable to SBCAG.

V. Assignment and Subcontracting

None of the services covered by this Agreement shall be assigned or subcontracted by CONSULTANT without the prior written approval of SBCAG.

VI. Changes to Agreement

No alteration or deviation of the terms of this Agreement 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.

SBCAG may request, at any time, amendments to this Agreement and will notify the CONSULTANT in writing regarding changes. Upon a minimum of ten (10) days notice, the CONSULTANT shall determine the impact on both time and compensation of such changes and notify SBCAG in writing. Upon agreement between SBCAG and the CONSULTANT as to the extent of these impacts on time and compensation, an amendment to this agreement shall be prepared describing such changes. Such amendment shall be valid effective the date of final written approval by COUNCIL and the CONSULTANT or as otherwise designated in the amendment.

VII. Staffing

CONSULTANT represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONSULTANT specifies that Gerald Comati shall serve as Project Principal. All technical and professional work will be performed by Gerald Comati unless otherwise agreed to by SBCAG. CONSULTANT'S staff assignments shall not be changed without the prior written consent of SBCAG.

VIII. Termination of Agreement for Convenience

SBCAG may terminate this Agreement 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 the SBCAG, become its property. If this Agreement is terminated by SBCAG, as provided herein, the CONSULTANT shall be reimbursed for expenses incurred prior to the termination date and receive fee in accordance with the cost provisions of this Agreement.

IX. Termination of Agreement for Cause

If through any cause the CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the CONSULTANT violates any of the covenants, terms, or stipulations of this Agreement, SBCAG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) days written notice to the CONSULTANT of the intent to terminate and specifying the effective date thereof. SBCAG shall provide an opportunity for consultation with the CONSULTANT prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other materials prepared by the CONSULTANT under this Agreement shall, at the option of SBCAG, become SBCAG'S property, and the CONSULTANT shall be reimbursed for expenses incurred prior to the termination date, without fee, in accordance with the cost provisions of this Agreement.

X. Responsibility of CONSULTANT

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

CONSULTANT agrees to remedy at its expense any professional services which are deficient because of its failure to perform said services in accordance with the standards imposed by law upon professional consultants performing services of a similar nature. Said deficiencies must be reported in writing to CONSULTANT within thirty (30) days after discovery thereof, but in no event later than one (1) year from the completion of the services.

Notwithstanding the provisions of Term XI, CONSULTANT'S liability to SBCAG from any cause or combination of causes arising out of, or in connection with, this Agreement, shall not exceed in the aggregate the total compensation received by CONSULTANT under this Agreement and SBCAG releases CONSULTANT from any liability in excess thereof. The foregoing aggregate limitation shall not include CONSULTANT'S responsibilities with respect to indemnities to SBCAG under Term XI for personal injury or property damage incurred by third parties.

The release from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is

limited and shall extend to the related entities of such party and its and their directors, officers and employees.

Under no circumstances shall CONSULTANT be liable to SBCAG for any consequential or incidental damages including but not limited to loss of use or loss of revenue.

XI. Indemnity

Each party will hold harmless, indemnify and defend the other party against all claims, demands, suits, judgments, expenses, and costs of any and every kind, insofar as it may legally do so, occurring or resulting from negligent or wrongful acts of the officers, agents, or employees of the indemnifying party in the performance of this Agreement.

XII. Insurance

CONSULTANT shall procure and maintain the following required insurance coverage during the performance of this Agreement:

- A. Workers' Compensation Insurance with an insurance company acceptable to SBCAG. Statutory Workers' Compensation and Employer's Liability Insurance, with limits of at least One Million Dollars (\$1,000,000.00) shall cover all employees while performing any work incidental to the performance of this Agreement.
- B. General and Automobile Liability Insurance with insurance company or companies acceptable to SBCAG. General Liability Insurance shall include personal injury liability with employee exclusion deleted and shall afford coverage for all premises and operations of the CONSULTANT and/or agents or subcontractors of CONSULTANT. Automobile Liability Insurance shall cover all non-owned motor vehicles, which are operated on behalf of CONSULTANT pursuant to activities hereunder. SBCAG, its officers, employees and agents shall be named as additional insured. The limit of liability of said policy or policies for general and automobile liability insurance shall be at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per person and aggregate. Said policy or policies shall contain a provision or endorsement that the insurance as is afforded by this policy shall be primary and contributory to the full limits

stated in the declarations, and if the SBCAG has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only. Current certificates for required insurance shall be maintained at all times during performance of this Agreement in SBCAG office as a condition precedent to payment by SBCAG under this Agreement. Failure to comply with the insurance requirements shall place CONSULTANT in default. Upon request by SBCAG, CONSULTANT shall provide certified copies of any insurance policies to SBCAG within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by SBCAG.

XIII. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder, except the payment of money, to the extent that the performance of any such obligation is prevented or delayed by any cause existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved. SBCAG shall retain the right to terminate this Agreement if completion of services by CONSULTANT is delayed more than thirty (30) days due to any such cause.

XIV. Equal Employment Opportunity and 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 Agreement, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: The 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.
- B. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin

or physical handicap in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The 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 Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or physical handicap.
- D. Information and Reports: The 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 SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.

- F. Incorporation of Provisions: The CONSULTANT shall include the provisions of Paragraphs (A) through (F) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as SBCAG may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request SBCAG to enter into such litigation to protect the interests of SBCAG, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

XV. Audits

CONSULTANT shall maintain books, accounts and records of its recoverable costs in accordance with generally accepted accounting principles and practices. For the duration of the Agreement, and for a period of three (3) years thereafter, SBCAG and its representatives shall have the right to examine during CONSULTANT'S normal business hours these books, accounts, records and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Agreement.

XVI. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the following:

To SBCAG: Santa Barbara County Association of Governments
 260 North San Antonio Road, Suite B
 Santa Barbara, CA 93110
 Attn: Stephen VanDenburgh,
 Deputy Director of Programming and Project Management

To CONSULTANT: COM3 Consulting Inc.
 206 East Victoria Street
 Santa Barbara, CA 93101
 Attn: Gerald Comati, President

XVII. Severability

In the event that any of the provisions, or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, SBCAG and CONSULTANT shall negotiate an equitable adjustment in the provisions of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

XVIII. Ownership of Drawings and Data

All drawings, specifications reports and other data developed by CONSULTANT shall become the property of SBCAG when prepared, whether delivered to SBCAG or not.

XIX. Office Space

For convenient and effective provision of services, CONSULTANT personnel may work in SBCAG offices. For CONSULTANT personnel so assigned, SBCAG shall provide, at no cost to CONSULTANT, office space including telephone and utilities.

SBCAG Agreement with COM3 Consulting Inc. for Professional and Technical Services

August, 2006

IN WITNESS WHEREOF, SBCAG and the CONSULTANT have executed this agreement.

ATTEST:

SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS

Date: _____

ATTEST:

COM3 Consulting.

Date: _____

APPROVED AS TO FORM:

Stephen Shane Stark
County Counsel

By: _____

Senior Deputy County Counsel,
Counsel for SBCAG

August 2006

ITS and Program Management Assistance Services

com3consulting

SBCAG

APPENDIX A – SCOPE OF SERVICES

ITS Program

Assist SBCAG Project Manager, Brittany Odermann, as appropriate on the following tasks:

A. Inventory

- a. Coordinate with SBCAG, Caltrans, City of Goleta, City of Santa Barbara, City of Carpinteria, County of Santa Barbara, MTD, and CHP to identify existing ITS resources.
- b. Research and document existing ITS products in place, Caltrans and other agencies' ITS plans and projects.
- c. Identify existing funding and potential funding for ITS project implementation.
- d. Establish ITS contact persons for SBCAG, Caltrans, City of Goleta, City of Santa Barbara, City of Carpinteria, County of Santa Barbara, MTD, and CHP.

B. Project Prioritization

- a. Set up a series of meeting with representatives from SBCAG, Caltrans, City of Goleta, City of Santa Barbara, City of Carpinteria, County of Santa Barbara, MTD, and CHP.
- b. Prepare meeting agendas and summaries as required. Assist in meeting facilitation.
- c. Develop consensus on an ITS project implementation strategy that includes project prioritization and schedule.
- d. Prepare ITS Project Implementation Strategic Plan.
- e. Develop consensus on the scope of an initial RFP (ITS RFP No.1) for project development and other consultant services.

C. Implementation

- a. Prepare RFP No.1 for project development and other consultant services.
- b. Secure list of qualified consultants.
- c. Assemble selection panel.
- d. Coordinate review of consultant proposals, interviews (if required) and selection.
- e. Manage initial ITS Projects.
- f. Oversee work by Consultants and representatives from SBCAG, Caltrans, City of Goleta, City of Santa Barbara, City of Carpinteria, County of Santa Barbara, MTD, and CHP.

D. Program Monitoring and Sustainability

- a. Continue to coordinate with ITS stakeholders to implement ITS Strategic Plan.
- b. Pursue additional funding and continued ITS project delivery.
- c. Monitor success of project implementation. Review and revise ITS Strategic Plan as necessary.

August 2006

ITS and Program Management Assistance Services

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APPENDIX A – SCOPE OF SERVICES

EcoInteractive ProjectTrak Software

Assist SBCAG project Manager, Karin Hodin, as appropriate on the following tasks:

- A. EcoInteractive Contract.
 - a. Prepare SBCAG Board Staff Report for approval of one year contract with EcoInteractive for ProjectTrak Software.
 - b. Review Eco Interactive contract and prepare comments to SGCAG and secure review by County Counsel.
- B. ProjectTrak Software Initiation.
 - a. Coordinate with EcoInteractive representatives during initiation of ProjectTrak Software.
 - b. Work with EcoInteractive representative to learn ProjectTrak Software.
 - c. Work with EcoInteractive representatives to provide initial training for SBCAG and other agency staff.
- C. Ongoing ProjectTrak Software Use.
 - a. Provide ongoing training/trouble shooting for SBCAG and other agency staff.

Project Monitoring

Assist SBCAG project Manager, Karin Hodin, as appropriate on the following tasks:

- A. RTIP Funded Project Schedules.
 - a. Coordinate with SBCAG staff.
 - b. Maintain project schedules for all RTIP funded projects.
 - c. Alert local agencies to milestones.
- B. Quarterly Project Monitoring Meetings.
 - a. Attend quarterly coordination meetings with County of Santa Barbara, City of Santa Barbara, City of Santa Maria, City of Lompoc, city of Goleta and City of Carpinteria.
 - b. Document action items from quarterly meetings and assist on action item follow up in coordination with SBCAG staff.
- C. Reports to SBCAG Board.
 - a. Assist SBCAG staff as needed, in quarterly project status reports to SBCAG Board.

ITS and Program Management Assistance Services for SBCAG

August 2006

Appendix B - COMPENSATION

| Task | | Name | All In Hourly Rate | Total Hours | Labor Budget | Expenses | Total Budget |
|-------|--|------------------|--------------------------|----------------|-----------------|------------|-----------------|
| | | | \$/hr | hrs | \$ | \$ | \$ |
| 1 | ITS Program | Gerald Comati | 140 | | | | |
| | Inventory | | | 30 | 4,200 | 100 | 4,300 |
| | Project Prioritization | | | 40 | 5,600 | 200 | 5,800 |
| | Implementation | | | 60 | 8,400 | 200 | 8,600 |
| | Program Monitoring & Sustainability | | | 20 | 2,800 | 100 | 2,900 |
| | subtotal | | | 150 | 21,000 | 600 | 21,600 |
| 2 + 3 | EcoInteractive Software Setup Assistance + Program Management Assistance | Gerald Comati | 140 | 100 | 14,000 | 300 | 14,300 |
| Total | | | | 250 | 35,000 | 900 | 35,900 |

Expenses:

| Description | |
|---------------|--|
| Reproduction | Includes cost for all copying |
| Travel | Includes all cost related to travel. Car mileage reimbursement rate of 0.40 \$/mile. |
| Miscellaneous | Includes cost for miscellaneous expenses |

Contract Term:

Contract term is for Fiscal Year 06/07 - terminating on June 30, 2007.