



JPB Board of Directors Committee
Meeting of January 9, 2025

Supplemental Reading File - Updated

Subject

1. Related to Item 10.e. - Draft Agreement On-Call Contract for Full Cycle and Sourcing Recruitment Support COGENT Infotech Corporation
2. Related to Item 10.e. - Draft Agreement On-Call Contract for Full Cycle and Sourcing Recruitment Support Domain Experts Corporation
3. Related to Item 10.e. - Draft Agreement On-Call Contract for Full Cycle and Sourcing Recruitment Support InterSources, Inc.
4. Receive Quarterly Report of the On-Call Transportation Planning and Consultant Support Services Contract
5. Receive Quarterly Report of the On-Call Alternative Project Delivery Negotiation Support Services Contract
6. Receive Quarterly Report of the On-Call Communication and Signal Services Contract
7. Receive Quarterly Report of the On-Call Construction Management Services Contract
8. Receive Quarterly Report of the On-Call General Engineering Consultant Design Services Contract
9. Receive Quarterly Report of the On-Call Management of Soil, Hazardous Waste and Other Environmental Compliance Services Contract
10. Receive Quarterly Report of the On-Call Program Management Oversight Services Contract
11. Receive Quarterly Report of the On-Call Professional Support Services
12. Receive Update on the Link21 Program

13. **Contracts and Procurement Quarterly Reports**

14. **Related to Item 10.b. – *Farebox Revenues by Ticket Type and Statement of Revenue and Expense Fiscal Year 2025 as of October 2024***

AGREEMENT BETWEEN
~~SAN MATEO COUNTY TRANSIT DISTRICT, PENINSULA CORRIDOR JOINT
POWERS BOARD, OR SAN MATEO COUNTY TRANSPORTATION AUTHORITY~~
(AGENCY)
AND
NAME OF THE CONSULTANT COGENT INFOTECH CORPORATION
(CONSULTANT)

AGREEMENT SUMMARY*

Board of Directors' Date of Award: January 2, 2025

Resolution Number:

Effective Date of Agreement: February 1, 2025- January 31, 2030 (Base Term)

Services to be Performed (Section 1): On-Call Full Cycle and Sourcing Recruitment Support Services

Term of Agreement (Section 3): Base Term: 5 (five) years with up to 2 (two) option years

Consultant's Key Representative (Section 4):

Name: Justin Accord, Executive Vice President

Title:

Company: COGENT Infotech Corporation

Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

Phone: 412-889-7700

Email: justin.accord@cogentinfo.com

Compensation (Section 5): Board-approved aggregate amount of \$ 1,500,000

**This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement*

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EXHIBITS

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT B, CONSULTANT'S PROPOSAL

EXHIBIT C, SBE REQUIREMENTS (N/A FOR TA)

EXHIBIT D, INSURANCE REQUIREMENTS

EXHIBIT E, WORK DIRECTIVES

~~EXHIBIT F, APPROVED SUBCONSULTANTS~~

This AGREEMENT for On-Call Full Cycle and Sourcing Recruitment Support (Agreement) is entered into by and between the ~~San Mateo County Transit District, Peninsula Corridor Joint Powers Board, or San Mateo County Transportation Authority~~ (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and ~~NAME OF THE CONSULTANT~~ **COGENT INFOTECH CORPORATION** (CONSULTANT), a ~~{State} Pennsylvania Corporation~~ ~~[entity type]~~ located at ~~{address}~~ **1035 Boyce Road, Suite 108 Pittsburgh, PA 15241**, (collectively referred to as "the Parties").

1. SCOPE OF SERVICES

This is an Agreement to provide an On-Call Full Cycle and Sourcing Recruitment Services. The CONSULTANT agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing an On-Call Full Cycle and Sourcing Recruitment Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT's services will consist of the services set forth in the Request for Proposals dated ~~Month, XX June 12, 2024~~, the Scope of Services of which is attached hereto and incorporated herein as **Exhibit A**, as supplemented by CONSULTANT's written proposal dated ~~Month, XX August 7, 2024~~, attached hereto and incorporated herein as **Exhibit C**.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- A. This Agreement
- B. Exhibit A, Scope of Services
- C. Exhibit B, CONSULTANT's Proposal, as accepted by the Agency.
- D. Exhibit C, SBE Requirements
- E. Exhibit D, Insurance Requirements
- F. Exhibit E, Work Directives
- G. Exhibit F, Approved Subconsultants (if applicable)

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a **five (5) year** term commencing upon ~~Month XX February 1, 2025~~ and ending on ~~Month XX January 31, 2030~~. The CONSULTANT will furnish the AGENCY with all the materials, equipment and services

CONTRACT # RFP 25-J-S-T-P-008-A

ON-CALL FULL-CYCLE AND SOURCING RECRUITMENT SUPPORT

SAMPLE AGREEMENT FOR SERVICES

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called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

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The AGENCY reserves the right, in its sole discretion, to exercise up to two (2) one- year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If the AGENCY determines to exercise the option term(s), the AGENCY will give the CONSULTANT at least thirty (30) days' written notice of its determination.

It is understood that the term of the Agreement and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with **Section 24** of this Agreement.

4. **CONSULTANT'S REPRESENTATIVE**

At all times during the term of this Agreement, **Name of Consultant's Representative**, will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

5. **COMPENSATION**

The CONSULTANT agrees to perform the services to be specified in each Work Directive. Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in **Exhibit B, Consultant's Proposal**.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guaranteed compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed an aggregate amount of **DOLLAR AMOUNT One million, five hundred thousand dollars (\$XXX1,500,000)** plus ten percent (10%) contingency, which may be used at the Agency's discretion if necessary for unforeseen work only. The AGENCY will pay the CONSULTANT in accordance with Section 6.

If a candidate presented by the CONSULTANT leaves or is terminated with cause within three months from the first day of employment of the candidate, as determined by the AGENCY in its sole discretion, the AGENCY will be refunded 30% of the fees paid to the CONSULTANT for the candidate. If a candidate presented by the CONSULTANT leaves or is terminated with cause within six months from the first day of employment of the candidate, as determined by the AGENCY in its sole discretion, the AGENCY will be refunded 25% of the fees paid to the CONSULTANT for the candidate.

On an annual basis, no later than sixty (60) days before the start of a succeeding Agreement year, CONSULTANT may make a written request to increase its labor rates for the following year of the Agreement. Increases, if timely requested, in future labor rates shall be limited to the lesser of either (a) the previous published twelve (12) months Consumer Price Index for All Urban (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or (b) the actual increases in employees' labor rates. Such actual increases must be demonstrated to the Agency's satisfaction.

In extenuating circumstances, and with approval at the sole discretion of the Agency, CONSULTANT may submit a written request to deviate from the methodology set forth in the above paragraph. Such request must include: (1) a justifiable explanation for the deviation, (2) an independently conducted and CONSULTANT-funded market analysis with comparable data from other public agencies in the Bay Area, preferably from other transit agencies, with sufficient completeness to pass audit scrutiny from an independent third-party, and (3) an attestation regarding the accuracy of the information presented from the CONSULTANT's Owner, President, Vice President, Chair of the Board, or Chief Financial Officer.

The effective date of the labor rates increase, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the following Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any labor rates increase for that following year.

6. MANNER OF PAYMENT

Unless specified otherwise in the Work Directive, the CONSULTANT must submit an invoice to the AGENCY upon the candidate's first day of employment with the AGENCY. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number 25-J-P-008-A(TBD), purchase order number (TBD) and the AGENCY' Project Manger's NameVanessa Lowe. The AGENCY will endeavor to pay approved invoices/billing statements within 60 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY reserves the right to withhold payment for any invoice that does not match the PO lines until CONSULTANT resubmits a corrected invoice. The AGENCY will provide written notice to the CONSULTANT within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision. The AGENCY's payment of invoices is subject to the refund clause in Section 5 above.

Submit one copy of each invoice as a PDF via email to:

AccountsPayable@SamTrans.com

7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's ~~Project Manger's Name~~Vaneesa Lowe or designee, and the CONSULTANT's ____.

Notices informing CONSULTANT of the AGENCY's decision to exercise Agreement options (that were exercisable in the AGENCY's sole discretion) will be exchanged between the AGENCY's ~~Project Manger's Name~~Vanessa Lowe or designee, and the CONSULTANT's via electronic mail to: ~~email address~~lowev@caltrain.com.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: Board Secretary
~~San Mateo County Transit District,~~
Peninsula Corridor Joint Powers Board, ~~or~~
~~San Mateo County Transportation Authority~~
1250 San Carlos Avenue
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement
~~San Mateo County Transit District~~
Peninsula Corridor Joint Powers Board, ~~or~~
~~San Mateo County Transportation Authority~~
1250 San Carlos Avenue
San Carlos, CA 94070

If to the CONSULTANT: _____
Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be

entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

9. CONFIDENTIALITY

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s ~~General Manager/CEO or Executive Director~~ or designee.

10. USE OF SUBCONTRACTORS/SUBCONSULTANTS

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing and subconsultants identified in *Exhibit F*.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and the AGENCY will have no obligation to them.

11. CHANGES

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in non-payment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

[The provisions below apply to the District & TA only]

~~The CONSULTANT will indemnify, keep and save harmless the AGENCY and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:~~

- ~~A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or~~
- ~~B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.~~

~~The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the AGENCY or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.~~

~~[The provisions below apply to the JPB only]~~

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

13. **INSURANCE**

Refer to *Exhibit D*, appended hereto, for the Insurance Requirements.

14. **CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

15. **ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

16. **OTHER GOVERNMENTAL AGENCIES**

In the event that one or more other governmental agencies may wish to utilize this Agreement to purchase services in accordance with the terms and costs indicated herein, the following provisions apply. Each public agency must formulate a separate contract with the CONSULTANT, incorporating the terms and conditions of this Agreement with the AGENCY. CONSULTANT shall invoice such public agencies as separate entities.

The AGENCY will incur no liability in connection with such contracts or purchases by other public agencies thereunder. CONSULTANT will release, defend (with counsel reasonably satisfactory to AGENCY) and indemnify AGENCY and its directors, officers, employees and agents (collectively, "Indemnitees"), from and against all liability, cost, and expense for loss of or damage to property and for injuries to any person when arising or resulting from acts or omissions of CONSULTANT in connection with such contracts or purchases by other public agencies.

17. LITIGATION SUPPORT

The CONSULTANT must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by the AGENCY. In the event that litigation relating to the performance of this Agreement arises, the CONSULTANT will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONSULTANT may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

18. AGENCY WARRANTIES

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

19. AGENCY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's ~~{General Manager/CEO or Executive Director}~~, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

20. WARRANTY OF SERVICES

- A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable Coaching & Leadership Development Services firms at the time the services are rendered.
- B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:
 - i. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

- ii. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
 - iii. The right to terminate the Agreement for default.
- C. CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

21. CLAIMS OR DISPUTES

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

22. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative

remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

23. TEMPORARY SUSPENSION OF WORK

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

24. TERMINATION

A. Termination for Convenience

The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or

consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default

If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. LIQUIDATED DAMAGES

Not Applicable

26. PREVAILING WAGE

Not Applicable

27. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit the AGENCY, the State Comptroller, and their authorized representatives, to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

28. UKRAINE/RUSSIA RELATED SANCTIONS

As a public agency with contracts with state and federal departments and agencies, the AGENCY is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should the AGENCY determine CONSULTANT is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The AGENCY shall provide CONSULTANT advance written notice of such termination, allowing CONSULTANT at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the AGENCY.

29. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

30. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

31. SMALL BUSINESS ENTERPRISES (SBE) REQUIREMENTS-

See *Exhibit C* for SBE, prompt payment and reporting requirements.

32. CONFLICT OF INTEREST

A. General

Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose their financial interests (Fair Political Practices Commission Form 700). Under Section 18700.3 of Title 2, Division 6, of the California Code of Regulations, an employee of CONSULTANT is required to disclose their financial interests on Form 700 if: (1) the person makes certain governmental decisions; or (2) the person serves in a staff capacity with the AGENCY and in that capacity participates in making governmental decisions or performs

the same duties for the AGENCY that would typically be performed by an AGENCY employee who is required to file Form 700.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent

organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

33. SUBSTANCE ABUSE PROGRAM

Not Applicable

34. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AGENCY, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AGENCY determines that information in the confidentiality index is not exempt from disclosure, the AGENCY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the AGENCY, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the AGENCY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

35. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

36. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

37. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

38. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

39. APPLICABLE LAW

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

40. RIGHTS AND REMEDIES OF THE AGENCY

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

41. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

42. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

SAN MATEO COUNTY TRANSIT DISTRICT:

PENINSULA CORRIDOR JOINT POWERS BOARD:

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

CONSULTANT: COGENT INFOTECH CORPORATION

Signature: _____

Name: _____

Title: _____

Date: _____

*Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Attorney for the Agency

AGREEMENT BETWEEN
~~SAN MATEO COUNTY TRANSIT DISTRICT, PENINSULA CORRIDOR JOINT
POWERS BOARD, OR SAN MATEO COUNTY TRANSPORTATION AUTHORITY~~
(AGENCY)
AND
NAME OF THE CONSULTANT DOMAIN EXPERTS CORPORATION
(CONSULTANT)

AGREEMENT SUMMARY*

Board of Directors' Date of Award: January 2, 2025

Resolution Number:

Effective Date of Agreement: February 1, 2025- January 31, 2030 (Base Term)

Services to be Performed (Section 1): On-Call Full Cycle and Sourcing Recruitment Support Services

Term of Agreement (Section 3): Base Term: 5 (five) years with up to 2 (two) option years

Consultant's Key Representative (Section 4):

Name: Veena Ramachandran, President and CEO

Title:

Company: Domain Experts Corporation

Address: 2530 Berryessa Road #273, San Jose CA 95132

Phone: 408-748-1800

Email: veena@domain-experts.net

Compensation (Section 5): Board-approved aggregate amount of \$ 1,500,000

**This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement*

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EXHIBITS

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT B, CONSULTANT'S PROPOSAL

EXHIBIT C, SBE REQUIREMENTS (N/A FOR TA)

EXHIBIT D, INSURANCE REQUIREMENTS

EXHIBIT E, WORK DIRECTIVES

~~EXHIBIT F, APPROVED SUBCONSULTANTS~~

This AGREEMENT for On-Call Full Cycle and Sourcing Recruitment Support (Agreement) is entered into by and between the ~~San Mateo County Transit District, Peninsula Corridor Joint Powers Board, or San Mateo County Transportation Authority~~ (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and ~~NAME OF THE CONSULTANT~~ **DOMAIN EXPERTS CORPORATION** (CONSULTANT), a ~~[State] California Corporation~~ ~~[entity type]~~ located at ~~address~~ **2530 Berryessa Road, #273 San Jose, CA 95132**, (collectively referred to as "the Parties").

1. SCOPE OF SERVICES

This is an Agreement to provide an On-Call Full Cycle and Sourcing Recruitment Services. The CONSULTANT agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing an On-Call Full Cycle and Sourcing Recruitment Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT's services will consist of the services set forth in the Request for Proposals dated ~~Month, XX~~ **June 12, 2024**, the Scope of Services of which is attached hereto and incorporated herein as **Exhibit A**, as supplemented by CONSULTANT's written proposal dated ~~Month, XX~~ **August 6, 2024**, attached hereto and incorporated herein as **Exhibit C**.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- A. This Agreement
- B. Exhibit A, Scope of Services
- C. Exhibit B, CONSULTANT's Proposal, as accepted by the Agency.
- D. Exhibit C, SBE Requirements
- E. Exhibit D, Insurance Requirements
- F. Exhibit E, Work Directives
- G. Exhibit F, Approved Subconsultants (if applicable)

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a **five (5) year** term commencing upon ~~Month~~ ~~XX~~ **February 1, 2025** and ending on ~~Month~~ ~~XX~~ **January 31, 2030**. The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the

CONTRACT # RFP 25-J-S-T-P-008-C
ON-CALL FULL-CYCLE AND SOURCING RECRUITMENT SUPPORT
Solicitation Documents.

SAMPLE AGREEMENT FOR SERVICES
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The AGENCY reserves the right, in its sole discretion, to exercise up to two (2) one- year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If the AGENCY determines to exercise the option term(s), the AGENCY will give the CONSULTANT at least thirty (30) days' written notice of its determination.

It is understood that the term of the Agreement and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with **Section 24** of this Agreement.

4. CONSULTANT'S REPRESENTATIVE

At all times during the term of this Agreement, **Name of Consultant's Representative**, will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

5. COMPENSATION

The CONSULTANT agrees to perform the services to be specified in each Work Directive. Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in **Exhibit B, Consultant's Proposal**.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guaranteed compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed an aggregate amount of **DOLLAR AMOUNT One million, five hundred thousand dollars (\$XXX1,500,000)** plus ten percent (10%) contingency, which may be used at the Agency's discretion if necessary for unforeseen work only. The AGENCY will pay the CONSULTANT in accordance with Section 6.

If a candidate presented by the CONSULTANT leaves or is terminated with cause within three months from the first day of employment of the candidate, as determined by the AGENCY in its sole discretion, the AGENCY will be refunded 30% of the fees paid to the CONSULTANT for the candidate. If a candidate presented by the CONSULTANT leaves or is terminated with cause within six months from the first day of employment of the candidate, as determined by the AGENCY in its sole discretion, the AGENCY will be refunded 25% of the fees paid to the CONSULTANT for the candidate.

Commented [DS1]: Vendor has an exception, being reviewed by Julian.

On an annual basis, no later than sixty (60) days before the start of a succeeding Agreement year, CONSULTANT may make a written request to increase its labor rates for the following year of the Agreement. Increases, if timely requested, in future labor rates shall be limited to the lesser of either (a) the previous published twelve (12) months Consumer Price Index for All Urban (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or (b) the actual increases in employees' labor rates. Such actual increases must be demonstrated to the Agency's satisfaction.

In extenuating circumstances, and with approval at the sole discretion of the Agency, CONSULTANT may submit a written request to deviate from the methodology set forth in the above paragraph. Such request must include: (1) a justifiable explanation for the deviation, (2) an independently conducted and CONSULTANT-funded market analysis with comparable data from other public agencies in the Bay Area, preferably from other transit agencies, with sufficient completeness to pass audit scrutiny from an independent third-party, and (3) an attestation regarding the accuracy of the information presented from the CONSULTANT's Owner, President, Vice President, Chair of the Board, or Chief Financial Officer.

The effective date of the labor rates increase, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the following Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any labor rates increase for that following year.

6. MANNER OF PAYMENT

Unless specified otherwise in the Work Directive, the CONSULTANT must submit an invoice to the AGENCY upon the candidate's first day of employment with the AGENCY. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number **25-J-P-008-A(TBD)**, purchase order number (TBD) and the AGENCY' **Project Manger's NameVanessa Lowe**. The AGENCY will endeavor to pay approved invoices/billing statements within 60 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY reserves the right to withhold payment for any invoice that does not match the PO lines until CONSULTANT resubmits a corrected invoice. The AGENCY will provide written notice to the CONSULTANT within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision. The AGENCY's payment of invoices is subject to the refund clause in Section 5 above.

Commented [DS2]: Vendor has an exception, being reviewed by Julian.

Submit one copy of each invoice as a PDF via email to:

AccountsPayable@SamTrans.com

7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's ~~Project Manger's Name~~Vaneesa Lowe or designee, and the CONSULTANT's ____.

Notices informing CONSULTANT of the AGENCY's decision to exercise Agreement options (that were exercisable in the AGENCY's sole discretion) will be exchanged between the AGENCY's ~~Project Manger's Name~~Vanessa Lowe or designee, and the CONSULTANT's via electronic mail to: ~~email~~addresslowev@caltrain.com.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: Board Secretary
~~San Mateo County Transit District,~~
Peninsula Corridor Joint Powers Board, ~~or~~
~~San Mateo County Transportation Authority~~
1250 San Carlos Avenue
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement
~~San Mateo County Transit District~~
Peninsula Corridor Joint Powers Board, ~~or~~
~~San Mateo County Transportation Authority~~
1250 San Carlos Avenue
San Carlos, CA 94070

If to the CONSULTANT: _____
Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be

entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

9. CONFIDENTIALITY

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s ~~General Manager/CEO or Executive Director~~ or designee.

10. USE OF SUBCONTRACTORS/SUBCONSULTANTS

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing and subconsultants identified in *Exhibit F*.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and the AGENCY will have no obligation to them.

11. CHANGES

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in non-payment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

[The provisions below apply to the District & TA only]

~~The CONSULTANT will indemnify, keep and save harmless the AGENCY and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:~~

- ~~A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or~~
- ~~B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.~~

~~The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the AGENCY or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.~~

~~[The provisions below apply to the JPB only]~~

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

13. INSURANCE

Refer to *Exhibit D*, appended hereto, for the Insurance Requirements.

14. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

15. ASSIGNMENT

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

16. OTHER GOVERNMENTAL AGENCIES

In the event that one or more other governmental agencies may wish to utilize this Agreement to purchase services in accordance with the terms and costs indicated herein, the following provisions apply. Each public agency must formulate a separate contract with the CONSULTANT, incorporating the terms and conditions of this Agreement with the AGENCY. CONSULTANT shall invoice such public agencies as separate entities.

The AGENCY will incur no liability in connection with such contracts or purchases by other public agencies thereunder. CONSULTANT will release, defend (with counsel reasonably satisfactory to AGENCY) and indemnify AGENCY and its directors, officers, employees and agents (collectively, "Indemnitees"), from and against all liability, cost, and expense for loss of or damage to property and for injuries to any person when arising or resulting from acts or omissions of CONSULTANT in connection with such contracts or purchases by other public agencies.

17. LITIGATION SUPPORT

The CONSULTANT must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by the AGENCY. In the event that litigation relating to the performance of this Agreement arises, the CONSULTANT will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONSULTANT may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

18. AGENCY WARRANTIES

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

19. AGENCY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's ~~{General Manager/CEO or Executive Director}~~, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

20. WARRANTY OF SERVICES

- A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable Coaching & Leadership Development Services firms at the time the services are rendered.
- B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:
 - i. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

- ii. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
 - iii. The right to terminate the Agreement for default.
- C. CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

21. CLAIMS OR DISPUTES

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

22. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative

remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

23. TEMPORARY SUSPENSION OF WORK

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

24. TERMINATION

A. Termination for Convenience

The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or

Commented [DS3]: Vendor is asking for a 30 day notice. Exception is being reviewed by Julian.

consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default

If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. LIQUIDATED DAMAGES

Not Applicable

26. PREVAILING WAGE

Not Applicable

27. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit the AGENCY, the State Comptroller, and their authorized representatives, to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

28. UKRAINE/RUSSIA RELATED SANCTIONS

As a public agency with contracts with state and federal departments and agencies, the AGENCY is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should the AGENCY determine CONSULTANT is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The AGENCY shall provide CONSULTANT advance written notice of such termination, allowing CONSULTANT at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the AGENCY.

29. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

30. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

31. SMALL BUSINESS ENTERPRISES (SBE) REQUIREMENTS-

See *Exhibit C* for SBE, prompt payment and reporting requirements.

32. CONFLICT OF INTEREST

A. General

Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose their financial interests (Fair Political Practices Commission Form 700). Under Section 18700.3 of Title 2, Division 6, of the California Code of Regulations, an employee of CONSULTANT is required to disclose their financial interests on Form 700 if: (1) the person makes certain governmental decisions; or (2) the person serves in a staff capacity with the AGENCY and in that capacity participates in making governmental decisions or performs

the same duties for the AGENCY that would typically be performed by an AGENCY employee who is required to file Form 700.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent

organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

33. SUBSTANCE ABUSE PROGRAM

Not Applicable

34. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AGENCY, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AGENCY determines that information in the confidentiality index is not exempt from disclosure, the AGENCY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the AGENCY, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the AGENCY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

35. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

36. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

37. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

38. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

39. APPLICABLE LAW

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

40. RIGHTS AND REMEDIES OF THE AGENCY

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

41. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

42. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

SAN MATEO COUNTY TRANSIT DISTRICT:

PENINSULA CORRIDOR JOINT POWERS BOARD:

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

CONSULTANT: COGENT INFOTECH CORPORATION

Signature: _____

Name: _____

Title: _____

Date: _____

*Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Attorney for the Agency

AGREEMENT BETWEEN
~~SAN MATEO COUNTY TRANSIT DISTRICT, PENINSULA CORRIDOR JOINT~~
~~POWERS BOARD, OR SAN MATEO COUNTY TRANSPORTATION AUTHORITY~~
(AGENCY)
AND

NAME OF THE CONSULTANT INTERNATIONAL SOLUTION SOURCES, INC. dba
INTERSOURCES, Inc.

-
(CONSULTANT)

AGREEMENT SUMMARY*

Board of Directors' Date of Award: January 2, 2025

Resolution Number:

Effective Date of Agreement: February 1, 2025- January 31, 2030 (Base Term)

Services to be Performed (Section 1): On-Call Full Cycle and Sourcing Recruitment Support Services

Term of Agreement (Section 3): Base Term: 5 (five) years with up to 2 (two) option years

Consultant's Key Representative (Section 4):

Name: Ankur Shah, Director

Title:

Company: InterSources, Inc.

Address: 39111 Paseo Padre Parkway, Suite 301, Fremont, CA

Phone: 510-804-8049

Email: ankur@intersourcesinc.com

Compensation (Section 5): Board-approved aggregate amount of \$ 1,500,000

**This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement*

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EXHIBIT E, WORK DIRECTIVES

~~EXHIBIT F, APPROVED SUBCONSULTANTS~~

This AGREEMENT for On-Call Full Cycle and Sourcing Recruitment Support (Agreement) is entered into by and between the ~~San Mateo County Transit District, Peninsula Corridor Joint Powers Board, or San Mateo County Transportation Authority~~ (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and ~~NAME OF THE CONSULTANT INTERNATIONAL SOLUTION SOURCES, INC. dba INTERSOURCES, Inc.~~ (CONSULTANT), a ~~[State]California Corporation [entity type]~~ located at ~~[address]39111 Paseo Padre Pkwy, Suite 301, Fremont, CA 94838~~, (collectively referred to as "the Parties").

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1. SCOPE OF SERVICES

This is an Agreement to provide an On-Call Full Cycle and Sourcing Recruitment Services. The CONSULTANT agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing an On-Call Full Cycle and Sourcing Recruitment Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT's services will consist of the services set forth in the Request for Proposals dated ~~Month, XX~~ June 12, 2024, the Scope of Services of which is attached hereto and incorporated herein as **Exhibit A**, as supplemented by CONSULTANT's written proposal dated ~~Month, XX~~ August 7, 2024, attached hereto and incorporated herein as **Exhibit C**.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- A. This Agreement
- B. Exhibit A, Scope of Services
- C. Exhibit B, CONSULTANT's Proposal, as accepted by the Agency.
- D. Exhibit C, SBE Requirements
- E. Exhibit D, Insurance Requirements
- F. Exhibit E, Work Directives
- G. Exhibit F, Approved Subconsultants (if applicable)

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a **five (5) year** term commencing upon ~~Month XX~~ February 1, 2025 and ending on ~~Month XX~~ January 31, 2030. The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the

CONTRACT # RFP 25-J-S-T-P-008-B
ON-CALL FULL-CYCLE AND SOURCING RECRUITMENT SUPPORT
Solicitation Documents.

SAMPLE AGREEMENT FOR SERVICES
PAGE 5 of 24

The AGENCY reserves the right, in its sole discretion, to exercise up to two (2) one- year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If the AGENCY determines to exercise the option term(s), the AGENCY will give the CONSULTANT at least thirty (30) days' written notice of its determination.

It is understood that the term of the Agreement and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with **Section 24** of this Agreement.

4. CONSULTANT'S REPRESENTATIVE

At all times during the term of this Agreement, **Name of Consultant's Representative**, will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

5. COMPENSATION

The CONSULTANT agrees to perform the services to be specified in each Work Directive. Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in **Exhibit B, Consultant's Proposal**.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guaranteed compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed an aggregate amount of **DOLLAR AMOUNT One million, five hundred thousand dollars (\$XXX1,500,000)** plus ten percent (10%) contingency, which may be used at the Agency's discretion if necessary for unforeseen work only. The AGENCY will pay the CONSULTANT in accordance with Section 6.

If a candidate presented by the CONSULTANT leaves or is terminated with cause within three months from the first day of employment of the candidate, as determined by the AGENCY in its sole discretion, the AGENCY will be refunded 30% of the fees paid to the CONSULTANT for the candidate. If a candidate presented by the CONSULTANT leaves or is terminated with cause within six months from the first day of employment of the candidate, as determined by the AGENCY in its sole discretion, the AGENCY will be refunded 25% of the fees paid to the CONSULTANT for the candidate.

On an annual basis, no later than sixty (60) days before the start of a succeeding Agreement year, CONSULTANT may make a written request to increase its labor rates for the following year of the Agreement. Increases, if timely requested, in future labor rates shall be limited to the lesser of either (a) the previous published twelve (12) months Consumer Price Index for All Urban (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or (b) the actual increases in employees' labor rates. Such actual increases must be demonstrated to the Agency's satisfaction.

In extenuating circumstances, and with approval at the sole discretion of the Agency, CONSULTANT may submit a written request to deviate from the methodology set forth in the above paragraph. Such request must include: (1) a justifiable explanation for the deviation, (2) an independently conducted and CONSULTANT-funded market analysis with comparable data from other public agencies in the Bay Area, preferably from other transit agencies, with sufficient completeness to pass audit scrutiny from an independent third-party, and (3) an attestation regarding the accuracy of the information presented from the CONSULTANT's Owner, President, Vice President, Chair of the Board, or Chief Financial Officer.

The effective date of the labor rates increase, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the following Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any labor rates increase for that following year.

6. MANNER OF PAYMENT

Unless specified otherwise in the Work Directive, the CONSULTANT must submit an invoice to the AGENCY upon the candidate's first day of employment with the AGENCY. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number **25-J-P-008-B(TBD)**, purchase order number (TBD) and the AGENCY' **Project Manger's NameVanessa Lowe**. The AGENCY will endeavor to pay approved invoices/billing statements within 60 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY reserves the right to withhold payment for any invoice that does not match the PO lines until CONSULTANT resubmits a corrected invoice. The AGENCY will provide written notice to the CONSULTANT within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision. The AGENCY's payment of invoices is subject to the refund clause in Section 5 above.

Submit one copy of each invoice as a PDF via email to:

AccountsPayable@SamTrans.com

7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's ~~Project Manger's Name~~Vaneesa Lowe or designee, and the CONSULTANT's ____.

Notices informing CONSULTANT of the AGENCY's decision to exercise Agreement options (that were exercisable in the AGENCY's sole discretion) will be exchanged between the AGENCY's ~~Project Manger's Name~~Vanessa Lowe or designee, and the CONSULTANT's via electronic mail to: ~~email address~~lowev@caltrain.com.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: Board Secretary
~~San Mateo County Transit District,~~
Peninsula Corridor Joint Powers Board, ~~or~~
~~San Mateo County Transportation Authority~~
1250 San Carlos Avenue
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement
~~San Mateo County Transit District~~
Peninsula Corridor Joint Powers Board, ~~or~~
~~San Mateo County Transportation Authority~~
1250 San Carlos Avenue
San Carlos, CA 94070

If to the CONSULTANT: _____
Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be

entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

9. CONFIDENTIALITY

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s ~~General Manager/CEO or Executive Director~~ or designee.

10. USE OF SUBCONTRACTORS/SUBCONSULTANTS

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing and subconsultants identified in *Exhibit F*.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and the AGENCY will have no obligation to them.

11. CHANGES

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in non-payment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

[The provisions below apply to the District & TA only]

~~The CONSULTANT will indemnify, keep and save harmless the AGENCY and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:~~

- ~~A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or~~
- ~~B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.~~

~~The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the AGENCY or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.~~

~~[The provisions below apply to the JPB only]~~

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

13. INSURANCE

Refer to *Exhibit D*, appended hereto, for the Insurance Requirements.

14. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

15. ASSIGNMENT

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

16. OTHER GOVERNMENTAL AGENCIES

In the event that one or more other governmental agencies may wish to utilize this Agreement to purchase services in accordance with the terms and costs indicated herein, the following provisions apply. Each public agency must formulate a separate contract with the CONSULTANT, incorporating the terms and conditions of this Agreement with the AGENCY. CONSULTANT shall invoice such public agencies as separate entities.

The AGENCY will incur no liability in connection with such contracts or purchases by other public agencies thereunder. CONSULTANT will release, defend (with counsel reasonably satisfactory to AGENCY) and indemnify AGENCY and its directors, officers, employees and agents (collectively, "Indemnitees"), from and against all liability, cost, and expense for loss of or damage to property and for injuries to any person when arising or resulting from acts or omissions of CONSULTANT in connection with such contracts or purchases by other public agencies.

17. LITIGATION SUPPORT

The CONSULTANT must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by the AGENCY. In the event that litigation relating to the performance of this Agreement arises, the CONSULTANT will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONSULTANT may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

18. AGENCY WARRANTIES

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

19. AGENCY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's ~~{General Manager/CEO or Executive Director}~~, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

20. WARRANTY OF SERVICES

- A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable Coaching & Leadership Development Services firms at the time the services are rendered.
- B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:
 - i. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

- ii. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
 - iii. The right to terminate the Agreement for default.
- C. CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

21. CLAIMS OR DISPUTES

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

22. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative

remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

23. TEMPORARY SUSPENSION OF WORK

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

24. TERMINATION

A. Termination for Convenience

The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or

consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default

If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. LIQUIDATED DAMAGES

Not Applicable

26. PREVAILING WAGE

Not Applicable

27. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit the AGENCY, the State Comptroller, and their authorized representatives, to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

28. UKRAINE/RUSSIA RELATED SANCTIONS

As a public agency with contracts with state and federal departments and agencies, the AGENCY is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should the AGENCY determine CONSULTANT is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The AGENCY shall provide CONSULTANT advance written notice of such termination, allowing CONSULTANT at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the AGENCY.

29. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

30. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

31. SMALL BUSINESS ENTERPRISES (SBE) REQUIREMENTS-

See *Exhibit C* for SBE, prompt payment and reporting requirements.

32. CONFLICT OF INTEREST

A. General

Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose their financial interests (Fair Political Practices Commission Form 700). Under Section 18700.3 of Title 2, Division 6, of the California Code of Regulations, an employee of CONSULTANT is required to disclose their financial interests on Form 700 if: (1) the person makes certain governmental decisions; or (2) the person serves in a staff capacity with the AGENCY and in that capacity participates in making governmental decisions or performs

the same duties for the AGENCY that would typically be performed by an AGENCY employee who is required to file Form 700.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent

organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

33. SUBSTANCE ABUSE PROGRAM

Not Applicable

34. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AGENCY, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AGENCY determines that information in the confidentiality index is not exempt from disclosure, the AGENCY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the AGENCY, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the AGENCY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

35. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

36. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

37. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

38. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

39. APPLICABLE LAW

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

40. RIGHTS AND REMEDIES OF THE AGENCY

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

41. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

42. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

SAN MATEO COUNTY TRANSIT DISTRICT:

PENINSULA CORRIDOR JOINT POWERS BOARD:

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

CONSULTANT: INTERNATIONAL SOLUTION SOURCES, INC. dba InterSources, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

*Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Attorney for the Agency

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Dahlia Chazan
Chief, Rail Planning
Subject: **Receive On-Call Transportation Planning and Consultant Support Services Contract**

Finance Committee Recommendation Technology, Operations, Planning, and Safety Committee Recommendation Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from September 6th, 2024, thru December 6th, 2024. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Background

Pursuant to Resolution No. 2020-18, the Board of Directors (Board) awarded contracts to Fehr & Peers, HNTB Corporation, Kimley-Horn & Associates, Inc., Arup North America Ltd., Mott MacDonald Group Inc., and WSP USA, Inc., consisting of a five-year base term for an aggregate not-to-exceed amount of \$25,000,000 with two additional, one-year option terms in an aggregate not-to-exceed amount of \$5,000,000 for each option year.

Pursuant to Resolution No. 2023-26, the Board authorized amendments to the contracts with the Consultants to increase the contract amount by \$10,000,000, from \$25,000,000 to \$35,000,000, to be shared in the aggregate amongst the six firms.

Pursuant to Resolution 2024-24, the Board authorized amendments to 1) exercise both options early (on July 1, 2024, rather than July 1, 2025, and July 1, 2026), to access the additional \$10

million in capacity remaining on the options before the current option period; 2) Extend the contract duration through December 31, 2025; and 3) increase the not-to-exceed contract capacity amount by \$7,500,000, from \$35,000,000 to \$42,500,000 (for a total of \$52,500,000 with the options), and to be shared as a pool for authorized tasks amongst the consultant firms.

Budget Impact

There is no impact on the budget.

Prepared By:	Tomisha Young	Contract Administrator, Rail Contracts & Budget	650-508-7968
	Melissa Reggiardo	Manager, Caltrain Planning	650-868-9925

Table 1

Contract Summary	Years	Amount
Total Capacity:	5.5	\$52,500,000
Exercised:	5.5	\$52,500,000
Work Directives Issued:		\$39,899,223
Remaining Exercised Capacity:		\$12,600,777

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	1622	89%	77%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	7/1/2020	6/30/2025	5.0	\$25,000,000	2020-18
Option #1	7/1/2024	12/31/2025		\$5,000,000	2024-24
Option #2	7/1/2024	12/31/2025		\$5,000,000	2024-24
Amendment #1				\$10,000,000	2023-26
Amendment #2	7/1/2025	12/31/2025	0.5	\$7,500,000	2024-24
Total:			5.5	\$52,500,000	

Table 4

Vendor	Fehr & Peers	HNTB	Kimley-Horn	ARUP	Mott	WSP	TOTAL
Contract #	20-J-P-006A	20-J-P-006B	20-J-P-006C	20-J-P-006D	20-J-P-006E	20-J-P-006F	
Total WDs Issued	\$4,909,763	\$8,224,993	\$13,662,952	\$ 2,656,385	\$8,921,411	\$ 1,563,719	\$39,899,223
Previous Reporting Period	\$4,880,093	\$ 7,581,242	\$12,732,350	\$ 2,656,385	\$ 7,925,088	\$ 1,563,719	\$37,338,877
Current Reporting Period	\$29,670	\$643,751	\$890,602	\$0	\$996,323	\$0	\$2,560,346

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
10343	Capital Planning support	Consultant support for potential capital planning initiatives, including potential capital projects that are currently being managed by the Planning Department and potential planning activities related to the lifecycle of rail capital projects including the implementation of processes to track and monitor stages of development of capital planning initiatives. A1 extended from 12/31/23 to 6/30/24 and added \$94k for additional support. A2 extended from 6/30/24 to 9/30/24. A3 extended from 9/30/24 to 12/31/24.	ARUP	09/24/2024	06/01/2023	12/31/2024	\$0
10449	SF Railyards PBC - Tech & BC Development	Obtain Technical Analysis and Business Case Development services for the completion of the San Francisco Railyards Redevelopment Preliminary Business Case. A1 added \$274k for additional support. A2 extended from 6/30/23 to 12/31/23. A3 extended from 12/31/23 to 12/31/24. A4 extended from 12/31/24 to 3/31/25.	Mott	11/5/2024	8/20/2021	3/31/2025	\$0
10469	SF Railyards PBC - PM & Ops	Obtain Project Management services for the completion of the San Francisco Railyards Redevelopment Preliminary Business Case, and obtain services for the completion of rail service, storage, maintenance, and operations analysis associated with this potential redevelopment, including systemwide impacts and changes across the Caltrain corridor. A1 added \$39k for additional support. A2 added \$225k for additional support. A3 extended from 6/30/23 to 10/31/23. A4 added \$801k for additional support from A2 proposal. A5 added \$84k to fully fund A2 proposal and extended from 10/31/23 to 6/30/24. A6 extended from 6/30/24 to 12/31/24. A7 added \$449k for additional support.	Kimley-Horn	9/26/2024	8/23/2021	12/31/2024	\$449,110
10470	PM & Support for Corridor Wide Grade Sep Strategy	Provide project management and staff support services on Caltrain's Corridor Wide Grade Separation Strategy (CCWGS). The CCWGS has been discussed as a Caltrain priority since 2019 when it was first identified as a future study need as part of the Caltrain Business Plan Process. The study effort was funded as part of Caltrain's FY19 Capital Budget but was significantly delayed due to the COVID Pandemic. Caltrain is now seeking to launch this important effort as expeditiously as possible. A1 added \$3.25M for additional support and extended from 6/30/23 to 2/29/24. A2 added \$770k for additional support and extended from 2/29/24 to 6/30/24. A3 added \$354k for additional support and extended from 6/30/24 to 12/31/24.	Kimley-Horn	9/27/2024	6/16/2022	12/31/2024	\$353,742
10702	San Francisco DTX Agreement Development Services	The work directive includes continued support for the Downtown Rail Extension (DTX) project, specifically to support the development of the 4th and King Yard (4KY) Preparation Agreement, the Master Cooperative Agreement (MCA), and to review major DTX project deliverables. This work is defined in the Interim Agreement (dated September 1, 2023) between the Transbay Joint Powers Authority (TJPA) and Caltrain and is reimbursed by TJPA. As outlined in the Interim Agreement, the work includes the development of a 4KY Agreement to define the delivery of work needed at the 4th and King site to construct the DTX tunnel and its connection to the Caltrain mainline tracks. It also includes the development of the MCA. The key elements of the MCA include project definition, asset disposition, rail activation planning, operations and maintenance responsibilities and funding, and revenue allocation. The consultant team will also review TJPA-prepared deliverables, including those for the FTA, as needed. A1 added \$19k for additional support. A2 extended from 9/30/24 to 6/30/25.	HNTB	9/17/2024	9/1/2023	6/30/2025	\$0

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
10703	TASI Readiness to Perform EMU Maintenance	Support to assess TASI's readiness to perform EMU maintenance. A1 added \$179k for additional support.	HNTB	11/6/2024	4/16/2024	4/1/2025	\$178,579
10704	Rail Operations and Maintenance Planning Manager	Consultant services for Rail Operations and Maintenance (O&M) Planning for electrified service. The service request includes one full time Rail O&M Planning Manager to manage all work related to railroad readiness for electrified service.	HNTB	9/10/2024	10/1/2024	6/30/2025	\$465,171
11290	Caltrain Office Headquarters Advisory Services	Caltrain Office Headquarters Advisory Services- consultant to assist Caltrain in evaluating options for a new headquarters office. A1 added \$175k for additional support. A2 extended from 6/30/24 to 12/31/24.	ARUP	10/24/2024	11/7/2023	12/31/2024	\$0
11512	Hayward Park Assessment	Support for the assistance in reviewing development alternatives for TOD at the Hayward Park Caltrain Station.	Fehr & Peers	10/29/2024	10/29/2024	2/28/2025	\$29,670
11546	Caltrain Planning Support	Support for the initiation, project management and general coordination of potential capital planning initiatives, including initiatives that are currently being managed by the Planning Department. A1 added \$25k for additional support. A2 added \$28k to fully fund the base work directive proposal amount.	Kimley-Horn	10/22/2024	7/1/2024	6/30/2025	\$28,180
11679	Diridon Station Business Case (BC) Phase 2	This WD covers Phase 2 of the Business Case over the period of July 2024 through June 2025 with the purpose of continuing to refine the two alternatives, assist with community outreach, complete the full quantitative assessment of alternatives, finalize the Business Case, and recommend the alternative and defined project to carry forward to the environmental phase. Once there is consensus on the Recommended Project, there will be high-level station design and documentation to the level of detail required to commence the environmental stage of the Project. Proposal amount \$4.79M; Remaining \$4.38M to be authorized when funding is available.	Mott	9/19/2024	7/1/2024	6/30/2025	\$996,332
11547	Connecting Palo Alto Support	Support for the initiation, project management and general coordination of the Connecting Palo Alto project as it proceeds through Gates 2 and 3 in the project lifecycle. This work will be tied to the Connecting Palo Alto Cooperative Agreement (Agreement) to be executed with the City of Palo Alto (City) and the Valley Transportation Authority (VTA).	Kimley Horn	11/27/24	11/01/24	01/31/2025	59,570
TOTAL AMOUNT THIS PERIOD							\$2,560,346

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Connie Tung, Contract Administrator, Rail Contracts & Budget Mehdi Tavakolizadeh, Manager, Project Estimates, Capital Program Management
Subject: **Receive Quarterly Report of the On-Call Alternative Project Delivery Negotiation Support Services Contract**

Finance Committee Recommendation Technology, Operations, Planning, and Safety Committee Recommendation Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from September 7th, 2024 thru December 6th, 2024. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to the vendor. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Background

Pursuant to Resolution No. 2023-75, the Board of Directors (Board) awarded contracts to Kelly McNutt Consulting LLC, consisting of a five-year base term for an aggregate not-to-exceed amount of \$2,500,000 with up to two (2), one (1)-year option terms for a total not-to exceed additional amount of \$1 million.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts & Budget	650-508-6371
	Mehdi Tavakolizadeh	Manager, Project Estimates, Capital Program Management	650-508-6273

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$3,500,000
Exercised:	5.0	\$2,500,000
Work Directives Issued:		\$2,400,515
Remaining Exercised Capacity:		\$99,485

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1823	337	18%	96%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	1/4/2024	12/31/2028	5.0	\$2,500,000	2023-75
Option #1	1/1/2029	12/31/2029	1.0	\$500,000	2023-75
Option #2	1/1/2030	12/31/2030	1.0	\$500,000	2023-75
Amendment					
Total:			7.0	\$3,500,000	

Table 4

Vendor	Kelly McNutt Consulting LLC	TOTAL
Contract #	24-J-P-016	
Total WDs Issued	\$2,400,515	\$2,400,515
Previous Reporting Period	\$2,400,515	\$2,400,515
Current Reporting Period	\$0	\$0

Table 5

No WDs issued this reporting period.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Tomisha Young, Contract Administrator, Rail Contracts & Budget
Bin Zhang, Director, Caltrain Engineering
Subject: **Receive On-Call Communication and Signal Services Contract**

Finance Committee Recommendation Technology, Operations, Planning, and Safety Committee Recommendation Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from September 6th, 2024 thru December 6th, 2024. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs issued since the last reporting period.

Background

Pursuant to Resolution No. 2022-37, the Board of Directors (Board) awarded contracts to RSE Corporation, STV Incorporated, WSP USA, Inc., and Xorail, Inc., consisting of a five-year base term for an aggregate not-to-exceed amount of \$18,000,000.

Budget Impact

There is no impact on the budget.

Prepared By:	Tomisha Young	Contract Administrator, Rail Contracts & Budget	650-508-7968
	Bin Zhang	Director, Caltrain Engineering	650-508-7999

Table 1

Contract Summary	Years	Amount
Total Capacity:	5.0	\$18,000,000
Work Directives Issued:		\$12,079,267
Remaining Exercised Capacity:		\$5,920,733

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	855	47%	67%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	8/4/2022	8/3/2027	5.0	\$18,000,000	2022-37
Amendment			0.0		
Total:			5.0	\$18,000,000	

Table 4

Vendor	RSE	STV	WSP	Xorail	TOTAL
Contract #	22-J-P-024A	22-J-P-024B	22-J-P-024C	22-J-P-024D	
Total WDs Issued	\$11,178,773	\$900,495	\$0	\$0	\$12,079,267
Previous Reporting Period	\$10,758,164	\$900,495	\$0	\$0	\$11,658,659
Current Reporting Period	\$420,609	\$0	\$0	\$0	\$420,609

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
10924	Fiber Optic Network CADD & File Management Support	Support to provide CADD and file management support services for Caltrain's Fiber Optic Network System. A2 added \$420k and extended from 06/30/24 to 6/30/25	RSE	11/11/2024	11/30/2023	06/30/2025	\$420,609
TOTAL AMOUNT THIS PERIOD							\$420,609

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Connie Tung, Contract Administrator, Rail Contracts & Budget Alfred Darmousseh, Deputy Director, Construction Services
Subject: **Receive Quarterly Report of the On-Call Construction Management Services Contract**

Finance Committee Recommendation

Technology, Operations, Planning, and Safety Committee Recommendation

Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from September 7th, 2024 thru December 6th, 2024. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Background

Pursuant to Resolution No. 2024-05, the Board of Directors (Board) awarded contracts to Ghirardelli Associates, Inc., Gannett Fleming, and WSP USA, Inc., consisting of a seven-year base term for an aggregate not-to-exceed amount of \$40,000,000 with no options.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts & Budget	650-508-6371
	Alfred Darmousseh	Deputy Director, Construction Services	650-551-6120

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$40,000,000
Exercised:	7.0	\$40,000,000
Work Directives Issued:		\$1,637,986
Remaining Exercised Capacity:		\$38,362,014

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2556	321	13%	4%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	1/17/2024	1/16/2031	7.0	\$40,000,000	2024-05
Option #1					
Option #2					
Amendment					
Total:			7.0	\$40,000,000	

Table 4

Vendor	Ghirardelli Associates, Inc.	Gannett Fleming, Inc.	WSP USA, Inc.	TOTAL
Contract #	24-J-P-003A	24-J-P-003B	24-J-P-003C	
Total WDs Issued	\$0	\$983,455	\$654,531	\$1,637,986
Previous Reporting Period	\$0	\$483,398	\$654,531	\$1,137,929
Current Reporting Period	\$0	\$500,057	\$0	\$500,057

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11491	Central Control Facility HVAC	Construction management services for Central Control Facility (CCF) Heating, Ventilation, and Air Conditioning (HVAC) Installation project. A1 extended from 7/1/24 to 11/2/24.	WSP USA, Inc.	7/30/24	5/17/24	11/2/24	\$0
11394	Mini-High Platforms Project	Construction management services for the administration of a construction contract for the PCJPB Mini-High Platform Project. A1 added \$500k for additional support.	Gannett Fleming	3/4/24	4/4/24	7/1/25	\$500,057
TOTAL AMOUNT THIS PERIOD							\$500,057

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Connie Tung, Contract Administrator, Bin Zhang, Director, Caltrain
Rail Contracts & Budget Engineering
Subject: **Receive Quarterly Update of the On-Call General Engineering Consultant Design Services Contract**

Finance Committee Recommendation Technology, Operations, Planning, and Safety Committee Recommendation Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from September 7th, 2024 thru December 6th, 2024. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Background

Pursuant to Resolution No. 2024-06, the Board of Directors (Board) awarded contracts to AECOM Technical Services, Inc., HDR Engineering, Inc., and T.Y. Lin International, consisting of a five-year base term for an aggregate not-to-exceed amount of \$50,000,000 with two additional, one-year option terms.

Budget Impact

There is no impact on the budget.

Prepared By: Connie Tung

Contract Administrator, Rail
Contracts & Budget

650-508-6371

Bin Zhang

Director, Caltrain Engineering

650-508-7999

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$50,000,000
Exercised:	5.0	\$50,000,000
Work Directives Issued:		\$1,771,114
Remaining Exercised Capacity:		\$48,228,886

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1826	295	16%	4%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	2/15/2024	2/14/2029	5.0	\$50,000,000	2024-06
Option #1	2/15/2029	2/14/2030	1.0	\$0	2024-06
Option #2	2/15/2030	2/14/2031	1.0	\$0	2024-06
Amendment					
Total:			7.0	\$50,000,000	

Table 4

Vendor	AECOM Technical Services, Inc.	HDR Engineering, Inc.	T.Y. Lin International	TOTAL
Contract #	24-J-P-010A	24-J-P-010B	24-J-P-010C	
Total WDs Issued	\$941,184	\$783,659	\$46,271	\$1,771,114
Previous Reporting Period	\$654,780	\$158,659	\$0	\$813,439
Current Reporting Period	\$286,404	\$625,000	\$46,270	\$957,674

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11416	Passenger Information Systems Expert	To support Caltrain's Systems Engineering department with development of a final Concept of Operations and technical/functional specifications to support preparation for a forthcoming capital project request for proposal (RFP) for a modern Predictive Arrival Departure System (PADS). A1 no cost extension until 10/31/24.	HDR	9/16/24	8/12/24	10/31/24	\$0
11637	Central Control Facility Design Services During Construction	To provide continuous design and design support services associated with improvements to the Caltrain Central Control Facility (CCF) at 4020 Campbell Avenue, Menlo Park.	AECOM	10/08/24	07/01/24	12/31/24	\$95,452
11638	Environmental Services - ST Property	To provide environmental consulting services for the Rail Operations and Maintenance division.	T.Y. Lin	10/14/24	10/14/24	9/30/25	\$46,270
11417	Level Boarding Roadmap	To assist in planning level boarding improvements at each station and to evaluate construction options.	HDR	10/21/24	10/21/24	6/30/25	\$625,000
11639	Mini High Platform Design Services	To continue providing Design Services for the "Mini-High Platform Implementation" at 13 stations on the Caltrain network.	AECOM	10/31/24	07/01/24	3/31/25	\$190,952
TOTAL AMOUNT THIS PERIOD							\$957,674

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Connie Tung, Contract Administrator, Rail Contracts & Budget Bonny O'Connor, Manager, Capital Projects and Environmental Planning
Subject: **Receive Quarterly Report of the On-Call Management of Soil, Hazardous Waste, and Other Environmental Compliance Services Contract**

Finance Committee Recommendation Technology, Operations, Planning, and Safety Committee Recommendation Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from September 7th, 2024 thru December 6th, 2024. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Background

Pursuant to Resolution No. 2024-28, the Board of Directors (Board) awarded contracts to Millennium Consulting Associates, consisting of a five-year base term for an aggregate not-to-exceed amount of \$4,800,000 with up to two, one (1)-year option terms.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts & Budget	650-508-6371
	Bonny O'Connor	Manager, Capital Projects and Environmental Planning	650-508-7944

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$5,600,000
Exercised:	5.0	\$4,800,000
Work Directives Issued:		\$122,351
Remaining Exercised Capacity:		\$4,677,649

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	219	12%	3%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	5/1/2024	4/30/2029	5.0	\$4,800,000	2024-28
Option #1	5/1/2029	4/30/2030	1.0	\$400,000	2024-28
Option #2	5/1/2030	4/30/2031	1.0	\$400,000	2024-28
Amendment					
Total:			7.0	\$5,600,000	

Table 4

Vendor	Millennium Consulting Associates	TOTAL
Contract #	24-J-P-030	
Total WDs Issued	\$122,351	\$122,351
Previous Reporting Period	\$122,351	\$122,351
Current Reporting Period	\$0	\$0

Table 5

No WDs issued this reporting period.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Connie Tung, Contract Administrator, Rail Contracts & Budget Robert Tam, Manager, Tech Research & Dev. Technology
Subject: **Receive Quarterly Report On-Call Program Management Oversight Services Contract**

Finance Committee Recommendation

Technology, Operations, Planning, and Safety Committee Recommendation

Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from September 7th, 2024 thru December 6th, 2024. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Background

Pursuant to Resolution No. 2024-07, the Board of Directors (Board) awarded contracts to Ghirardelli Associates, Inc., Jacobs Project Management Company & Consor PMCM, Inc., consisting of a seven-year base term for an aggregate not-to-exceed amount of \$55,000,000 with no options.

Budget Impact

There is no impact on the budget.

Prepared By: Connie Tung

Contract Administrator, Rail
Contracts & Budget

650-508-6371

Robert Tam

Manager, Tech Research & Dev.
Technology

650-508-7969

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$55,000,000
Work Directives Issued:		\$11,551,251
Remaining Capacity:		\$43,448,749

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2555	280	11%	21%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	3/1/2024	2/28/2031	7.0	\$55,000,000	2024-07
Amendment					
Total:			7.0	\$55,000,000	

Table 4

Vendor	Ghirardelli Associates, Inc.	Jacobs Project Management Company	Conсор PMCM, Inc.	TOTAL
Contract #	24-J-P-002A	24-J-P-002B	24-J-P-002C	
Total WDs Issued	\$0	\$9,031,673	\$2,519,578	\$11,551,251
Previous Reporting Period	\$0	\$8,824,493	\$2,603,842	\$11,428,335
Current Reporting Period	\$0	\$207,180	(\$84,264)	\$122,916

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11445	PM Support for 4th and King Yard Preparation Work	Project management consultant support for the 4 th and King Yard Preparation work, which is part of the enabling work for the San Francisco Downtown Rail Extension. A1 added \$137k for additional support and extended from 9/30/24 to 11/9/24.	Jacobs	10/7/24	4/1/24	11/9/24	\$137,762
11440	Contract Administrator Services	Contract administration services for Caltrain operational systems. A1 revised to descope the Contract Controller support consultant effective 8/1/24 due to changes in consultant resource availability.	Conсор	10/2/24	4/1/24	4/1/25	(\$84,264)
11438	SR.PM for Capital Projects	Sr. project management services for developing, managing, and administering Capital Systems Projects and other Rail Development projects as required. A1 added one project with a slightly different role for the PM.	Conсор	10/23/24	4/1/24	4/1/25	\$0
11445	PM Support for 4th and King Yard Preparation Work	Project management consultant support for the 4 th and King Yard Preparation work, which is part of the enabling work for the San Francisco Downtown Rail Extension. A1 - added \$137k for additional support and extended from 9/30/24 to 11/9/24. A2 added \$69k for additional support and extended from 11/9/24 to 12/13/24.	Jacobs	11/26/24	4/1/24	12/13/24	\$69,418
TOTAL AMOUNT THIS PERIOD							\$122,916

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Connie Tung, Contract Administrator, Bin Zhang, Director, Caltrain
Rail Contracts & Budget Engineering
Subject: **Receive Quarterly Report of the On-Call Professional Support Services Contract**

Finance Committee Recommendation Technology, Operations, Planning, and Safety Committee Recommendation Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from September 7th, 2024 thru December 6th, 2024. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Background

Pursuant to Resolution No. 2024-44, the Board of Directors (Board) awarded contracts to Mott Macdonald Group, Inc., RSE Corporation, WSP USA, Inc., consisting of a five-year base term for an aggregate not-to-exceed amount of \$42,000,000 with two 1 -year option terms.

Budget Impact

There is no impact on the budget.

Prepared By: Connie Tung

Contract Administrator, Rail
Contracts & Budget

650-508-6371

Bin Zhang

Director, Caltrain Engineering

650-508-7999

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	\$42,000,000
Exercised:	5.0	\$42,000,000
Work Directives Issued:		\$1,096,362
Remaining Exercised Capacity:		\$40,903,638

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	94	5%	3%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	9/1/2024	8/31/2029	5.0	\$42,000,000	2024-44
Option #1	9/1/2029	8/31/2030	1.0	\$0	2024-44
Option #2	9/1/2030	8/31/2031	1.0	\$0	2024-44
Amendment					
Total:			7.0	\$42,000,000	

Table 4

Vendor	Mott Macdonald Group, Inc.	RSE Corporation	WSP USA, Inc.	TOTAL
Contract #	24-J-P-055A	24-J-P-055B	24-J-P-055C	
Total WDs Issued	\$250,000	\$573,314	\$273,048	\$1,096,362
Previous Reporting Period	\$0	\$0	\$0	\$0
Current Reporting Period	\$250,000	\$573,314	\$273,048	\$1,096,362

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11614	Senior Structure Engineer Support Services	To provide seconded senior level structure engineering staff for a variety of capital and State of Good Repair (SOGR) projects.	RSE Corp	10/23/24	10/17/24	9/30/25	\$573,314
11616	GIS Specialist/GIS Analyst Support Services	To support the Engineering Department with location analysis, data integrity, mapping, and right-of-way services used in the day-to-day design and construction of Caltrain projects.	WSP	11/5/24	11/11/24	9/30/25	\$273,048
11615	Engineering Manager Traction Power	Responsible for engineering and oversights aspects of the Agency's traction power and OCS.	Mott MacDonald	11/8/24	11/11/24	5/11/25	\$250,000
TOTAL AMOUNT THIS PERIOD							\$1,096,362

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Dahlia Chazan, Chief, Planning
Subject: **Receive Update on the Link21 Program**

Finance Committee Recommendation Technology, Operations, Planning, and Safety Committee Recommendation Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors (Board) of the Peninsula Corridor Joint Powers Board (JPB or Caltrain). The Link21 Program, also known as the new Transbay rail crossing, is jointly managed and staffed by San Francisco Bay Area Rapid Transit District (BART) and Capitol Corridor Joint Powers Authority (CCJPA).

Discussion

The JPB was last briefed on Link21 by Caltrain, BART, and CCJPA staff in May 2024. That briefing included an overview of the Link21 program, megaregional benefits, and Link21’s relationship to the Caltrain corridor and service considerations. A key element of the Link21 program is a proposed new transbay rail crossing between Oakland and San Francisco. Link21 staff shared that a technology choice between a standard gauge crossing or BART gauge crossing would be made by the BART and CCJPA Boards of Directors in the later in 2024. Staff also discussed the significance for the Caltrain corridor of the standard gauge crossing option, in that trains from the East Bay could continue onto the Caltrain corridor via the proposed new transbay rail crossing and The Portal. Staff planned to return to the JPB with recommendations about adding Caltrain to Link21’s oversight structure when a technology is selected for the new crossing.

In November 2024, Link21 staff presented an informational item recommending a standard gauge regional rail technology for the proposed new transbay rail crossing to the BART and CCJPA Boards of Directors. The informational item included a recommendation to transition leadership of the program to the California State Transportation Agency (CalSTA) and advance the program as a candidate for funding under the Federal Railroad Administration’s Corridor Identification and Development Program, which focuses on intercity passenger rail. At the request of the BART Board of Directors during the informational item presentation, Link21 staff will return to both boards in the coming months to present the recommendation as an action item for vote.

Caltrain staff have provided feedback to CalSTA and Link21 leadership expressing support for standard gauge rail technology in the proposed crossing and the need for the program’s oversight structure to include Caltrain and other stakeholder rail operators going forward. Staff

have also conveyed the need to identify funding and resources to support Caltrain's full engagement in that effort.

Caltrain staff anticipate an additional presentation to AMP to consider a staff recommendation of principles for Caltrain's incorporation into the Link21 program's oversight structure following the BART and CCJPA formal votes on the standard gauge technology decision.

Budget Impact

There is no direct budget impact associated with this informational update.

Prepared By: Kansai Uchida Director, Systemwide Planning 650-722-8241



DATE: JANUARY 2, 2025

TO: PENINSULA CORRIDOR JOINT POWERS BOARD OF DIRECTORS

FROM: KATE JORDAN STEINER
CHIEF FINANCIAL OFFICER

SUBJECT: CONTRACTS AND PROCUREMENT QUARTERLY REPORTS

Contracts and Procurement submits the following report to the Board of Directors (Board) on a quarterly basis:

- Pursuant to Resolution 2024-53: Contracts and Amendments for Information Technology Hardware, Software, Licenses, Maintenance Services, Professional Services and Technology- related Products and Services through Cooperative Purchasing Programs greater than \$250,000.

The report for the last quarter (October 2024-December 2024) is attached.

FY25 JPB POs for Cooperatives, Sole Source & Recurring IT Procurements >\$250K

JPB

The purchases listed below are for Information Technology Licenses, License Renewals, Maintenance Service, and Professional Services

Board Approved Authority	
Resolution #2024-53	\$3,000,000
\$3,000,000	

July 1, 2024 - September 30, 2024

1st Quarter

PO Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	
				\$ -	\$ 3,000,000.00

October 1, 2024 - December 31, 2024

2nd Quarter

PO Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	\$ 3,000,000.00

January 1, 2025 - March 31, 2025


3rd Quarter


PO Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	\$ 3,000,000.00

April 1, 2025 - June 30, 2025

4th Quarter

PO Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
TBD	04-SAMTR-L-021	Giro			
TOTAL PO AMT TO DATE				\$ -	\$ 3,000,000.00

	PENINSULA CORRIDOR JOINT POWERS BOARD							
	STATEMENT OF REVENUE AND EXPENSE							
	FISCAL YEAR 2025 AS OF OCTOBER 2024							
(In Thousands)								
	YEAR-TO-DATE				ANNUAL			
	BUDGET	ACTUAL	\$ VARIANCE	% VARIANCE	BUDGET	% ANNUAL BUDGET		
REVENUE								
OPERATIONS:								
Caltrain Fares	\$ 12,532	\$ 12,890	\$ 359	2.9%	\$ 35,923	34.9%		
Go Pass	6,147	5,099	(1,048)	(17.0%)	18,440	33.3%		
Parking Revenue	881	933	52	5.9%	2,218	39.7%		
Rental Income	352	549	197	55.8%	1,057	33.3%		
Other Income	2,006	2,490	484	24.1%	6,019	33.3%		
TOTAL OPERATING REVENUE	21,918	21,961	43	0.2%	63,658	34.4%		
CONTRIBUTIONS:								
Operating Grants	3,563	3,563	-	0.0%	10,688	33.3%		
Measure RR	40,335	38,332	(2,003)	(5.0%)	120,100	33.6%		
Member Agency (VTA - Gilroy)	172	-	(172)	(100.0%)	517	33.3%		
LCFS, LCTOP/SRA	4,588	-	(4,588)	(100.0%)	13,765	33.3%		
TOTAL CONTRIBUTED REVENUE	48,659	41,895	(6,764)	(13.9%)	145,070	33.5%		
GRAND TOTAL REVENUE	\$ 70,577	\$ 63,856	\$ (6,721)	(9.5%)	\$ 208,728	33.8%		

	PENINSULA CORRIDOR JOINT POWERS BOARD							
	STATEMENT OF REVENUE AND EXPENSE							
	FISCAL YEAR 2025 AS OF OCTOBER 2024							
(In Thousands)								
	YEAR-TO-DATE				ANNUAL			
	BUDGET	ACTUAL	\$ VARIANCE	% VARIANCE	BUDGET	ANNUAL BUDGET	%	%
EXPENSE								
DIRECT EXPENSE:								
Rail Operator Service	\$ 42,132	\$ 40,587	1,544	3.7%	\$ 105,902		39.8%	
OCS/TPS Maintenance	-	-	-	0.0%	20,731		0.0%	
Security Services	2,857	2,836	21	0.7%	8,572		33.3%	
Shuttle Services	27	41	(14)	(52.0%)	80		33.3%	
Fuel and Lubricants*	4,003	2,955	1,049	26.2%	5,069		79.0%	
Electric Charges for Power Traction	2,166	1,290	876	40.4%	19,495		11.1%	
Timetables and Tickets	32	8	23	73.4%	95		33.3%	
Insurance	3,751	3,967	(216)	(5.8%)	11,253		33.3%	
Claims, Payments, and Reserves	440	1,270	(830)	(188.6%)	1,320		33.3%	
Facilities and Equipment Maintenance	2,993	1,837	1,155	38.6%	9,008		33.2%	
Utilities	903	995	(92)	(10.2%)	2,709		33.3%	
Maint & Services-Bldg & Other	726	502	224	30.8%	2,264		32.1%	
TOTAL DIRECT EXPENSE	60,029	56,288	3,740	6.2%	186,497		32.2%	
ADMINISTRATIVE EXPENSE								
Wages and Benefits	7,421	6,578	843	11.4%	20,885		35.5%	
Managing Agency Admin OH Cost	1,180	1,142	38	3.3%	3,565		33.1%	
Board of Directors	21	6	15	70.4%	63		33.3%	
Professional Services	4,495	1,945	2,550	56.7%	13,274		33.9%	
Communications and Marketing	130	135	(6)	(4.3%)	386		33.6%	
Other Expenses and Services	1,871	1,144	727	38.9%	5,705		32.8%	
TOTAL ADMINISTRATIVE EXPENSE	15,117	10,949	4,168	27.6%	43,878		34.5%	
TOTAL OPERATING EXPENSE	75,146	67,238	7,908	10.5%	230,375		32.6%	
Debt Service Expense	2,403	551	1,851	77.1%	7,763		30.9%	
GRAND TOTAL EXPENSE	\$ 77,549	\$ 67,789	\$ 9,760	12.6%	\$ 238,138		32.6%	
Projected Contribution to Reserve					6,812			
NET SURPLUS / (DEFICIT)	(6,972)	(3,933)	3,039	(43.6%)	(36,222)		19.2%	
Draw from Measure RR Reserve for PCEP					36,222			
ADJUSTED NET SURPLUS / (DEFICIT)	(6,972)	(3,933)	3,039	(43.6%)	-			
Reserve, Beginning Balance					28,908			
Projected Contribution to Reserve					6,812			
Claims, Payments, and Reserve					35,721			
Reserve, Ending Balance					35,721			

* Fuel and Lubricants costs were increased by a realized loss of \$59k from the fuel hedge program.