



**AGENDA  
REGULAR MEETING  
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS**

**DATE:** Thursday, December 21, 2023  
4:00 p.m.

**LOCATION:** County Board of Supervisors Chambers  
481 Fourth Street  
Hollister, CA 95023

**DIRECTORS:** Bea Gonzales, Chair (County of San Benito)  
Scott Freels, Vice-Chair (City of San Juan Bautista)  
Mia Casey (City of Hollister)  
Dolores Morales (City of Hollister)  
Mindy Sotelo (County of San Benito)  
Ex Officio: Caltrans District 5

**ALTERNATES:** San Benito County: Kollin Kosmicki  
City of San Juan Bautista: Jackie Morris-Lopez  
City of Hollister: Rick Perez

**NOTICE OF PROCEDURES FOR COUNCIL OF GOVERNMENTS BOARD MEETINGS**

The meeting will be available through Zoom, for those who wish to join or require accommodations.

**Members of the public may participate remotely via Zoom at the following link: <https://zoom.us/join> with the following: Webinar ID: 823-8891-6646 and Webinar Passcode: 566596**

*Those participating by phone who would like to make a comment can use the “raise hand” feature by dialing “\*9” (star-nine) . In order to receive full Zoom experience, please make sure your application is up to date.*

*Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions for any reason, the COG Board of Directors reserves the right to conduct the meeting without remote access.*

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The Opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section 5. Public Comment.***

1. CALL TO ORDER 4:00 P.M.
2. Pledge of Allegiance

3. Roll Call
4. Verification of Certificate of Posting
5. **Public Comment:** *(Opportunity to address the Board on items of interest on a subject matter within the jurisdiction of the Council of Governments and not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2 Speakers are limited to 3 minutes.)*

#### CONSENT AGENDA:

*(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)*

6. APPROVE Council of Governments Draft Action Special Meeting Minutes Dated October 9, 2023 – Gomez
7. APPROVE Council of Governments Draft Action Regular Meeting Minutes Dated November 16, 2023 – Gomez

#### ACTION ITEMS:

8. ACCEPT Council of Governments FY22/23 Basic Financial Statements – Aceves
9. ADOPT Resolution 2023-10 Approving Projects for Funding and Authorizing the Application for and Acceptance of FY 2023/24 California State of Good Repair Program Funds Totaling \$107,586 – Lezama
10. ESTABLISH an Evaluation Committee for the Review and Ranking of the General Legal Services RFP and Select Interview Process – Aceves

#### INFORMATION ITEMS:

11. RECEIVE Monthly Caltrans District 5 Construction Projects Report – Caltrans Ex-Officio
12. Caltrans Report/Correspondence (Verbal Report) – Caltrans Ex-Officio
13. Executive Director’s Report (Verbal Report) – Abraham
14. Board of Directors’ Reports (Verbal Report)

**Adjourn to COG Meeting on January 18, 2024. Agenda Deadline is January 2, 2024, at 12:00 p.m.**

*In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Council of Governments Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Council’s office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.*

### **Written Comments & Email Public Comment**

Members of the public may submit comments via email by 5:00 PM. on the Wednesday prior to the Board meeting to the Secretary at [monica@sanbenitocog.org](mailto:monica@sanbenitocog.org), regardless of whether the matter is on the agenda. Every effort will be made to provide Board Members with your comments before the agenda item is heard.

### **Public Comment Guidelines**

1. If participating on Zoom: once you are selected, you will hear that you have been unmuted. At this time, state your first name, last name, and county you reside in for the record.
2. The Council of Governments Board welcomes your comments.
3. Each individual speaker will be limited to a presentation total of three (3) minutes.
4. Please keep your comments brief, to the point, and do not repeat prior testimony, so that as many people as possible can be heard. Your cooperation is appreciated.

If you have questions, contact the Council of Governments, and leave a message at (831) 637-7665 x. 201, or email [monica@sanbenitocog.org](mailto:monica@sanbenitocog.org).

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Council of San Benito County Governments on **December 21, 2023**, at **4:00 P.M.** was posted at the following locations freely accessible to the public:

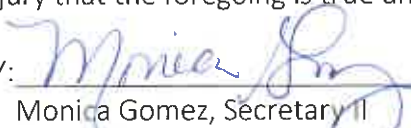
The front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the 15<sup>th</sup> day of December 2023, on or before 5:00 P.M.

The meeting agenda was also posted on the Council of San Benito County Governments website, [www.sanbenitocog.org](http://www.sanbenitocog.org), under Meetings, COG Board, Meeting Schedule

I, Monica Gomez, swear under penalty of perjury that the foregoing is true and correct.

BY:



\_\_\_\_\_  
Monica Gomez, Secretary II  
Council of San Benito County Governments

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS  
SPECIAL MEETING

County Board of Supervisors Chambers  
481 Fourth Street, Hollister, CA 95023

October 9, 2023, at 10:00 A.M.

ACTION MINUTES

**MEMBERS PRESENT:**

Chair Bea Gonzales, Director Mia Casey, Director Mindy Sotelo, and Director Dolores Morales.

**MEMBERS ABSENT:**

Vice Chair Scott Freels.

**STAFF PRESENT:**

Executive Director; Binu Abraham, Secretary II; Monica Gomez, Deputy County Counsel; Shirley Murphy, County Counsel; David Prentice.

**1. CALL TO ORDER:**

Chair Gonzales called the meeting to order at 10:00 A.M.

**2. PLEDGE OF ALLEGIANCE**

Director Casey led the pledge of allegiance.

**3. ROLL CALL**

Secretary Monica Gomez, called the roll call and confirmed a quorum of Directors were present.

**4. VERIFICATION OF CERTIFICATE OF POSTING**

**Motion made to acknowledge Certificate of Posting:**

Motion: Director Mindy Sotelo      Second: Director Dolores Morales

Motion carried: 4/0

Yes:                    Gonzales, Casey, Sotelo, Morales

No:                    None

Recused:            None

Abstention:        None

Absent:              Freels

Public Comment for Closed Session Item 5: None

**The COG Board convened to Closed Session at 10:02 a.m.:**

**CLOSED SESSION:**

**5. Public Employee Performance Evaluation**

Title: COG Executive Director

Authority: Government Code Section 54957(B)

**6. Conference with Legal Counsel**

Anticipated Litigation: Significant Exposure to Litigation

Number of Cases: 1

Authority: Government Code Section 54956.9(d)(2)

**Executive Director Binu Abraham joined Closed Session at 10:49 a.m.**

**The COG Board reconvened from Closed Session at 11:00 a.m.**

Deputy County Counsel, Shirley Murphy, stated that the COG Board met in closed session to discuss Item 5. Public Employee Performance Evaluation, COG Executive Director, under Government Code Section 54957 (B), and Item 6. Conference with Legal Counsel, Anticipated Litigation: Significant Exposure to Litigation, Number of Cases:1, Authority: Government Code Section 54956.9(d)(2), no reportable action was taken.

**ADJOURNMENT:**

There being no further business to discuss, Director Morales motioned to adjourn at 11:00 a.m.

Motion seconded by Director Casey.

Motion carried: 4/0

Yes: Gonzales, Casey, Sotelo, Morales

No: None

Recused: None

Abstention: None

Absent: Freels

**ADJOURN TO COG MEETING OCTOBER 19, 2023, AT 4:00 P.M.**

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS  
REGULAR MEETING  
Board of Supervisors Chambers  
481 Fourth Street, Hollister, CA 95023 & Zoom Platform  
November 16, 2023, at 4:00 P.M.

ACTION MINUTES

**MEMBERS PRESENT:**

Vice-Chair Scott Freels, Director Mia Casey, Director Mindy Sotelo, Director Dolores Morales, and Ex Officio Scott Eades; Caltrans District 5.

**MEMBERS ABSENT:**

Chair Bea Gonzales.

**STAFF PRESENT:**

Executive Director; Binu Abraham, Administrative Services Specialist; Norma Rivera, Transportation Planning Manager; Veronica Lezama, Office Assistant; Griselda Arevalo, Secretary II; Monica Gomez, Deputy County Counsel; Shirley Murphy.

**OTHERS PRESENT:**

Richard Rosales, Terry Thompson; Caltrans District 5, Heather Adamson (via-Zoom); Association of Monterey Bay Area Governments, Leona Medearis-Peacher; MV Transit

**1. CALL TO ORDER:**

Vice Chair Freels called the meeting to order at 4:06 P.M.

**2. PLEDGE OF ALLEGIANCE**

Vice Chair Freels led the pledge of allegiance.

**3. ROLL CALL**

Secretary Gomez called the roll call and confirmed a quorum of Directors were present.

**4. CERTIFICATE OF POSTING**

**Motion made to acknowledge Certificate of Posting:**

Motion: Director Mindy Sotelo      Second: Director Mia Casey

Motion carried: 4/0

Yes: Freels, Sotelo, Casey, Morales

No: None

Recused: None  
Abstention: None  
Absent: Gonzales

**5. PUBLIC COMMENT:**

Vice Chair Freels stated for the record that COG received Mr. Joe Thompson’s public comment correspondence. The correspondence was entered into public record.

**CONSENT AGENDA:**

*(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)*

- 6. APPROVE Council of Governments Draft Action Regular Meeting Minutes Dated September 21, 2023 – Gomez
- 7. APPROVE Council of Governments Draft Action Regular Meeting Minutes Dated October 19, 2023 – Gomez

There was no public comment on Consent.

**Motion made to Approve Consent Agenda 6-7:**

Motion: Director Mia Casey    Second: Director Mindy Sotelo  
Motion carried: 4/0  
Yes: Freels, Sotelo, Casey, Morales  
No: None  
Recused: None  
Abstention: None  
Absent: Gonzales

**ACTION ITEMS:**

- 8. APPROVE the FY 2022/2023 Measure G Annual Report – Lezama

Transportation Planning Manager, Veronica Lezama, reported on the FY 2022/2023 Measure G Annual Report and answered questions from the Board of Directors.

There was consensus from the COG Board to include the list of all completed projects since 2020 as well as a list of planned projects in future Measure G Annual Reports.

There was no public comment.

**Motion made to Approve Agenda Item 8. as noted above:**

Motion: Director Mia Casey                      Second: Director Mindy Sotelo  
Motion carried: 4/0



Yes: Freels, Sotelo, Casey, Morales  
No: None  
Recused: None  
Abstention: None  
Absent: Gonzales

**9. APPROVE the 2024 San Benito County Regional Transportation Improvement Program (RTIP) – Lezama**

Transportation Planning Manager, Veronica Lezama, reported on the 2024 San Benito County Regional Transportation Improvement Program and answered questions from the Board of Directors.

Director Morales inquired about reporting concerns that she received from residents regarding public transit services. Director Morales further inquired about the process to respond to residents' transportation concerns.

Ms. Lezama noted that those are captured in the annual Unmet Transit Needs process which will come before the COG Board next year.

There was no public comment.

**Motion made to Adopt Agenda Item 9. as noted above:**

Motion: Director Mia Casey                      Second: Director Dolores Morales  
Motion carried: 4/0  
Yes: Freels, Sotelo, Casey, Morales  
No: None  
Recused: None  
Abstention: None  
Absent: Gonzales

**10. FY 2022/2023 Q4 Budget Report – Aceves**  
a. RECEIVE FY 2022/2023 Q4 Budget Report  
b. APPROVE Budget Adjustments

Administrative Services Specialist, Norma Aceves, provided a report on the FY 2022/2023 Q4 Budget Report and an overview of the budget adjustments made during the quarter.

There was no public comment.

**Motion made to Approve Agenda Item 10 b. as noted above:**

Motion: Director Dolores Morales                      Second: Director Mia Casey  
Motion carried: 4/0  
Yes: Freels, Sotelo, Casey, Morales  
No: None  
Recused: None  
Abstention: None

Absent: Gonzales

**11. APPROVE Release of Request for Proposals for General Legal Services – Aceves**

Administrative Services Specialist, Norma Aceves, provided a report on the release of Request for Proposal (RFP) for General Legal Services and answered questions from the Board of Directors.

There was a discussion about the RFP timeline. There was consensus to have the selection of the consultant and contract negotiation done at a regular or special COG meeting to ensure that the full Board participates in the process. The Board also expressed the importance of having someone on the interview committee with specialized transportation legal expertise.

Ms. Aceves noted that no decision will be made until it comes to the COG Board at the January COG Board meeting. She also mentioned that it is at the Boards' discretion to go back out to bid if the Board so chooses.

There was no public comment.

**Motion made to Approve Agenda Item 11. as noted above:**

Motion: Director Mia Casey                      Second: Director Dolores Morales

Motion carried: 4/0

Yes: Freels, Sotelo, Casey, Morales

No: None

Recused: None

Abstention: None

Absent: Gonzales

**12. APPROVE Allocation Request Submittal for Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP) Using the Attached Project List – Aceves**

Administrative Services Specialist, Norma Aceves, reported on the allocation request submittal for Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP) and provided an overview of the proposed project list.

The COG Board expressed appreciation to staff for working on the allocation package of approximately \$8.1 million. The Board expressed support for hiring a consultant to assist staff with the work.

Director Morales requested that staff ensures working with organizations like the Central Coast Community Energy (3CE) because of the available incentive programs offered.

There was no public comment.

**Motion made to Approve Agenda Item 12. as noted above:**

Motion: Director Mia Casey                      Second: Director Dolores Morales

Motion carried: 4/0

Yes: Freels, Sotelo, Casey, Morales  
No: None  
Recused: None  
Abstention: None  
Absent: Gonzales

**13. CONCUR with Proposed Caltrans Contract Change Order to Reduce Union Road Stage Construction Closure for the State Route (SR) 156 Improvement Project – Caltrans**

Caltrans District 5 Deputy District Director for Project Management, Richard Rosales, reported on the proposed Caltrans contract change order to reduce the Union Road construction closure for the State Route (SR) 156 Improvement Project. Mr. Rosales provided an overview of the two possible scenarios that Caltrans is considering:

- 1) The contractor and their subcontractors can work extended hours to reduce work to approximately eight weeks, weather permitting, at the beginning of Stage 1, Phase 2, saving about five months overall. This could occur through a contract change order in the amount of approximately \$400,000.
- 2) The contractor and their subcontractors can work extended hours to reduce work to approximately eight weeks, weather permitting, at the end of Stage 1, Phase 2 beginning work early summer (June-July). This could occur through a contract change order in the amount of approximately \$400,000 due to use of a portion of the permanent traffic signal equipment.

**PUBLIC COMMENT:**

There was public comment received from Woody Ledbetter, Steve Liebenow, Steve Miley, Maritza Bautista, and Samie Weaver (via-Zoom).

Director Sotelo asked what the projected timeframe of opening up the San Juan Hollister Road for the residents who live along that road.

Mr. Rosales stated that he would have to find out and report back to the Board.

Director Sotelo also expressed the need for a light at State Route 156 Business Route, as the frontage road is going to get backed up. She also asked to look into the condition of the San Juan Hollister Road and possibly getting it in good condition before it is opened up.

The COG Board thanked Caltrans staff for working on reducing the timeframe of the Union Road stage construction closure for the State Route 156 Improvement Project. The Board requested that more community outreach be performed through Benitolink, The Freelance, and social media.

There was discussion and the Board concurred with scenario (2):

**Motion made to Concur with Scenario 2 for Agenda Item 13. as noted above:**

Motion: Director Mindy Sotelo      Second: Director Mia Casey

Motion carried: 4/0  
Yes: Freels, Sotelo, Casey, Morales  
No: None  
Recused: None  
Abstention: None  
Absent: Gonzales

**INFORMATION ITEMS:**

**14. RECEIVE** Presentation on the Caltrans Project Delivery Process – Terry Thompson, Caltrans

Caltrans District 5 Project Manager, Terry Thompson, provided a presentation on the Caltrans Project Delivery Process.

**PUBLIC COMMENT:**

There was public comment received from Steve Liebenow and Stacie McGrady.

**15. RECIEVE** Monthly Caltrans District 5 Construction Projects Report – Scott Eades, Caltrans

Caltrans District 5 Director, Scott Eades, provided an update on major construction projects on the Caltrans State Highway System in San Benito County and answered questions from the Board.

Regarding the SR 25/156 Roundabout Project, Mr. Eades reported that the weekend road closure will no longer occur. The contractor is focusing on doing additional night work. Caltrans will make sure to provide enough notice if there is further discussion about a weekend closure.

Mr. Eades reported on progress on the Hollister Clean CA Project, US 101 Southbound Connector Extension Project, Highway 25 Expressway Project, and the Rocks Road US 101 Wildlife Connectivity Project.

Vice Chair Freels expressed concern over the heavy equipment driving through the Alameda and San Juan Road, to access the project location. Director Freels stated that the contractor’s employees are speeding, causing damage to the roads, and possibly causing damage to the underground wells located along San Juan Hollister Road. Vice Chair Freels asked if Caltrans could provide guidance or if it would need to come from local law enforcement.

Mr. Eades stated that he was not aware of the issue, however, Caltrans would speak with the contractor to make sure that they are being thoughtful about the concerns. He also mentioned that there is a construction claims process that can be used if there is evidence of damage related to the construction of the project or the contractors. Mr. Eades stated that Caltrans does not provide enforcement, they rely on local law enforcement or CHP, which would be appropriate in this situation.

There was no public comment.

**16. Caltrans Report/Correspondence** – Scott Eades, Caltrans

Caltrans District 5 Director, Scott Eades, announced that Caltrans staff and maintenance staff are preparing for the upcoming storm season. They are setting up communication strategies and working with local law enforcement and emergency service providers to ensure that everyone is well prepared.

Mr. Eades reported that the US Department of Transportation recently announced the Roadway Safety Planning Grant recipients. The City of Hollister was awarded over \$1 million for a bicycle and pedestrian safety plan. He also announced that the San Benito County Local Transportation Authority was awarded \$163,000 in California Climate Investment funds, for the expansion of the intercounty service.

There was no public comment.

**17. Executive Director’s Report – Abraham**

Executive Director Abraham announced two Transportation Planner recruitments. She also reported that COG along with regional transportation partners, met as part of a roundtable discussion with Speaker of the Assembly Robert Rivas, to talk about transportation priorities and challenges in his district. She reported that she participated in the Benitolink Town Hall, along with Director’s Casey and Sotelo. Ms. Abraham mentioned that she has reached out to Go-Biz, CALSTA, and some of the agencies in Sacramento to discuss hydrogen fleet grant funding effort. Lastly, Ms. Abraham announced that she will be on vacation next week.

There was no public comment.

**18. Board of Directors’ Reports –**

Director Casey reported out on the Benitolink Town Hall.

Director Morales reported out on the Mobility Partnership meeting.

Director Sotelo also reported out on the Benitolink Town Hall and Mobility Partnership meeting.

Vice Chair Freels reported that the San Juan Bautista City Council passed a resolution requesting improved safety measures on State Highway 156 during construction.

There was no public comment.

**The COG Board convened to Closed Session at 6:24 p.m.**

**CLOSED SESSION:**

- 19. Public Employee Performance Evaluation**
  - Title: COG Executive Director
  - Authority: Government Code Section 54957(b)

The COG Board reconvened from Closed Session at 6:54 p.m.

Deputy County Counsel, Shirley Murphy, stated that the COG Board met in closed session for Public Employee Performance Evaluation, COG Executive Director, under Government Code Section 54957(b). There was no reportable action taken under Close Session.

**ADJOURNMENT:**

There being no further business to discuss, Director Sotelo motioned to adjourn at 6:55 p.m.

Motion seconded by Director Morales.

Motion carried: 4/0

Yes: Freels, Sotelo, Casey, Morales

No: None

Recused: None

Abstention: None

Absent: Gonzales

**ADJOURN TO COG MEETING DECEMBER 21, 2023, AT 4:00 P.M.**



## STAFF REPORT

**Action**

**Prepared By:** Norma Aceves, Administrative Services Specialist

**Subject:** FY 22/23 Basic Financial Statements

**Agenda Item No. 8**

**Approved By:** Binu Abraham

**Meeting Date:** December 21, 2023

**Recommendation:**

Accept Council of Governments FY 22/23 Basic Financial Statements.

**Summary:**

As required by Federal and State statutes, the Council of San Benito County Governments has completed its audit of financial statements for fiscal year 2022-2023. There were no findings by the auditors.

**Background/ Discussion:**

Following the close of each fiscal year on June 30th, COG's external auditors conduct an audit of its financial records. The objective of external financial reporting is to ensure accountability. The goal of a financial statement audit is to provide users with a reasonable assurance from an independent source that the information presented in the statements is reliable. The audit for the fiscal year ended June 30, 2023 (FY23), was recently completed by an independent auditor, JJA, Certified Public Accountants.

There were no findings by the auditors and the financial statements were presented in conformity with accounting principles generally accepted in the United States of America.

**Financial Impact:**

The cost of the financial audit is \$17,200 and has been included in the COG FY 22/23 budget.

**Attachments:**

1. FY 22/23 Basic Financial Statements (To Be Provided Under Separate Cover)



## STAFF REPORT

### Action

**Prepared By:** Veronica Lezama,  
Transportation Planning Manager  
**Subject:** State of Good Repair Program

### Agenda Item No. 9

**Approved By:** Binu Abraham  
**Meeting Date:** December 21, 2023

### Recommendation:

ADOPT Resolution 2023-10 Approving Projects for Funding and Authorizing the Application for and Acceptance of FY 2023/24 California State of Good Repair Program Funds Totaling \$107,586.

### Summary:

The COG and the LTA are eligible to receive a total of \$107,586 in State of Good Repair funds for FY 2023/24. Adoption of Resolution 2023-10 will approve the projects identified for funding.

### Background/ Discussion:

With the signing of Senate Bill 1, many new funding sources were established including the State of Good Repair (SGR) program for transit operators to fund eligible transit maintenance, rehabilitation, and capital projects.

Eligible projects include the following replacement or rehabilitation of:

- Rolling stock (transit vehicles)
- Passenger stations and terminals
- Security equipment and systems
- Maintenance facilities and equipment
- Ferry vessels
- Rail
- Transit preventative maintenance - preventative maintenance is only to maintain existing infrastructure and vehicles in a state of good repair, essentially repair and rehabilitation.
- New transit facilities or equipment needed to maintain existing transit service(s)

Staff has identified, in Exhibit A of Resolution 2023-10 (Attachment 1), transit projects to be considered for SGR funding, based on the adopted San Benito County Short Range Transit Plan (SRTP). The SRTP was prepared with extensive community and Board input. The SRTP Plan prioritizes infrastructure capital projects (i.e. bus stops and signs, etc.) and vehicle capital projects under which services would be implemented over the next five years. Per the SRTP, vehicle replacements are the priority of the capital program. As such, staff is recommending that SGR funds be used for the purpose of replacing transit vehicle(s). In addition, the vehicles capital purchases are consistent with



the agency's Transit Asset Management (TAM) Plan since it owns, operates, or manages capital assets used to provide public transportation and receives federal financial assistance. The TAM plan is updated once every four years to ensure that the most updated needs are identified.#

As noted in the SRTP, during the next five years (2022–2027) replacement buses can continue to be either diesel or gasoline. However, beyond 2028, the mandate for zero-emission buses will begin to affect purchases. The LTA is planning early adoption of this zero-emission technology.

**Financial Impact:**

COG and LTA are eligible to receive a total of \$107,586 of FY 2023/24 SGR Program funds for eligible transit projects. There is no local match required.

**Attachment:**

1. Resolution 2023-10
2. Presentation Slide Deck



## BEFORE THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

A RESOLUTION OF THE COUNCIL OF SAN BENITO )  
 COUNTY GOVERNMENTS APPROVING PROJECTS FOR ) Resolution No. COG 2023-10  
 FUNDING, DESIGNATING THE LOCAL TRANSPORTATION )  
 AUTHORITY AS LEAD AGENCY, AND AUTHORIZING THE )  
 EXECUTIVE DIRECTOR, TRANSPORTATION PLANNING )  
 MANAGER, OR DESIGNEE TO APPLY FOR AND ACCEPT )  
 FY 2023-24 CALIFORNIA STATE OF GOOD REPAIR (SGR) )  
 PROGRAM FUNDS TOTALING \$107,586.00. )  
 \_\_\_\_\_ )

WHEREAS, the Council of San Benito County Governments (COG) is the designated Regional Transportation Planning Agency (RTPA) for San Benito County, pursuant to Government Code section 29532(b); and

WHEREAS, the San Benito County Local Transportation Authority (LTA) is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County, pursuant to Government Code section 15975; and

WHEREAS, as the designated RTPA for San Benito County, COG is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) for transit projects calculated pursuant to the distribution formulas in Public Utilities Code (PUC) section 99313 based on the certification of population from the California Department of Transportation; and

WHEREAS, as the designated CTSA for San Benito County, LTA is an eligible project sponsor and may receive State Transit Assistance (STA) funding from the SGR Account for transit projects calculated pursuant to the distribution formulas in PUC section 99314 based on the qualifying revenue amounts for each STA-eligible operator determined from annual reports submitted to the State Controller pursuant to PUC section 99243; and

WHEREAS, COG and LTA have identified a list of transit projects in San Benito County, attached hereto and incorporated herein by reference as Exhibit A, to be funded through the FY 2023-24 SGR Account; and

WHEREAS, the transit projects to be submitted for FY 2023-24 SGR funding total \$107,586.00, to be allocated to COG and LTA pursuant to the distribution formulas in PUC sections 99313 and 99314; and

WHEREAS, COG's portion of the FY 2023-24 SGR allocation is \$105,917.00, as determined pursuant to the distribution formula in PUC section 99313; and

WHEREAS, LTA's portion of the FY 2023-24 SGR allocation is \$1,669.00, as determined pursuant to the distribution formula in PUC section 99314; and

WHEREAS, upon receipt of SGR funds for the projects identified in Exhibit A, COG desires to allocate its share of those funds to LTA, to administer the projects as the CTSA for San Benito County, for a total combined allocation of \$107,586.00.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Council of San Benito County Governments hereby approves the SGR funded transit projects identified in the project list attached hereto and incorporated herein by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the Board of Directors of the Council of San Benito County Governments hereby designates the San Benito County Local Transportation Authority to be the lead agency for the SGR funded transit projects identified in Exhibit A, to be funded in part through COG's SGR allocations; and

BE IT FURTHER RESOLVED THAT the Board of Directors of the Council of San Benito County Governments hereby authorizes the Executive Director of the San Benito County Local Transportation Authority, its Transportation Planning Manager, or designee, to apply for and accept SGR funds awarded by Caltrans for transit projects in San Benito County for FY 2023-24, and to execute the application and related materials, grant agreement and amendments, and all other documents necessary for the application submittal and acceptance of SGR funds awarded by Caltrans for transit projects in San Benito County, for and on behalf of the Council of Governments.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS THIS 21<sup>ST</sup> DAY OF December 2023 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAINING:

ABSENT:

\_\_\_\_\_  
Bea Gonzales, Chair

ATTEST:

APPROVED AS TO LEGAL FORM:  
San Benito County Counsel's Office

By: \_\_\_\_\_  
Binu Abraham  
COG Executive Director

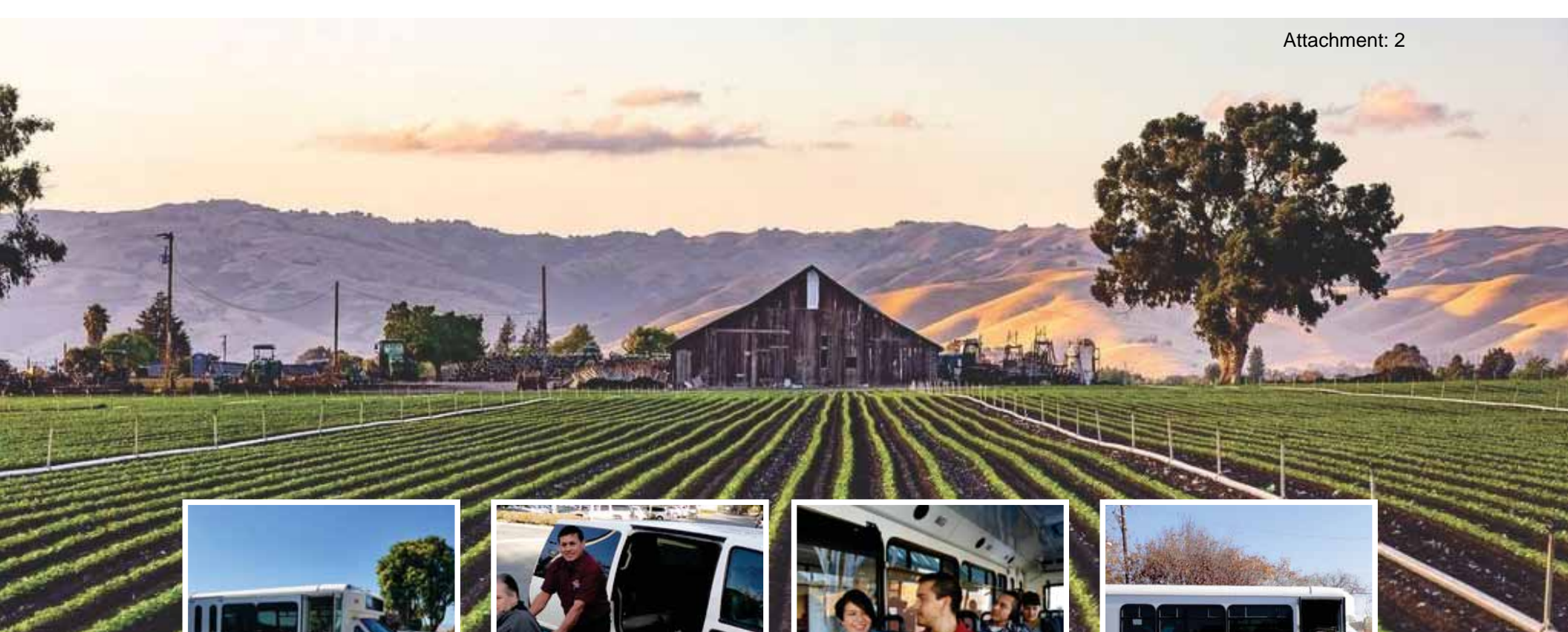
By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Dated: \_\_\_\_\_

Dated: Dec. 12, 2023

Exhibit A

Projects	FY 2023-24 SGR Estimated Funding
Rolling Stock, Vehicle(s) Purchase	\$107,586.00
Total	\$107,586.00



# State of Good Repair Funding

# STATE OF GOOD REPAIR

---

- SB 1 Annual Allocation: \$107,586
- Provides capital funding for transit agencies to maintain a “state of good repair”
- Non-Expansive
  - Focus on Repair, Replace and/or Rehabilitate existing transit infrastructure



# TRANSIT NEEDS ASSESTMENT

- Short Range Transit Plan (SRTP)
  - blueprint for service improvements for implementation over the next five years
- Adopted August 2022
  - Board of Directors Input
  - Public Input
- May 2023 SRTP Board Presentation



# 5- YEAR CAPITAL PROGRAM NEEDS

## Infrastructure Capital Project Needs

1. Develop transit hub ✓
2. Technology ✓
3. Bus stop improvement ✓
4. New bus stop signage ✓
5. Install charging stations

## Vehicle Capital Needs

1. Gasoline Van
2. Gasoline Bus (12 - 16  
Pass+2 Wheelchair)  
Cutaway
3. Electric/Hydrogen Bus





# Recommendation:

**ADOPT Resolution 2023-10 Approving Projects for Funding and Authorizing the Application for and Acceptance of FY 2023/24 California State of Good Repair Program Funds Totaling \$107,586.**



## STAFF REPORT

### Action

**Prepared By:** Norma Aceves, Administrative Services Specilaist

**Subject:** Evaluation Committee for General Legal Services RFP

**Agenda Item No. 10**

**Approved By:** Binu Abraham

**Meeting Date:** December 21, 2023

### Recommendation:

Establish an evaluation committee for the review and ranking of the General Legal Services RFP and select interview process.

### Summary:

Establish an evaluation committee for the review and ranking of the General Legal Services RFP and select interview process.

### Background/ Discussion:

At the November Board meeting, an RFP for general legal services was approved for release. Staff will bring recommendations on establishing an evaluation committee per the RFP selection guidelines. The evaluation committee will be responsible for scoring and evaluating all the proposals received and will be part of the interview panel. The scoring will be between December 21, 2023, and January 2, 2024, with score sheets due no later than January 2, 2024. The interviews will take place January 4, 2024, with options for full board participation if desired.

### Financial Impact:

None.

### Attachments:

1. RFP for Legal Services



## **Council of San Benito County Governments (SBCOG)**

### **Request for Proposals SBCOG #2023-01**

#### **General Legal Services**

December 21, 2023, 3:00 PM

Prepared By:

Council of San Benito County Governments  
330 Tres Pinos Road, Suite C7  
Hollister, California 95023  
(831) 637-7665

Council of San Benito County Governments  
General Legal Services  
Request for Proposals SBCOG #2023-01

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## **SECTION 1. REQUEST**

The Council of San Benito County Governments (SBCOG) is seeking a qualified attorney or law firm interested in serving as the general legal counsel to SBCOG, providing legal advice and representation on transportation law and contracts.

This Request for Proposals (RFP) describes the scope of services, outlines proposal requirements, lists the criteria that will be used to evaluate the proposals, and provides the selection schedule.

See Section 3: Scope of Services for more detail. Consultants are invited to submit a Proposal to provide the scope of services outlined in Section 3: Scope of Services.

**~ END SECTION 1 ~**

## **SECTION 2. BACKGROUND**

The Council of San Benito County Governments (SBCOG) is San Benito County's regional transportation planning agency. SBCOG was established in 1973 for the purpose of forming consensus on regional issues facing San Benito County. Its member agencies consist of the Cities of Hollister and San Juan Bautista and the County of San Benito. SBCOG plays a central role in transportation infrastructure planning and funding assistance for both the cities, county, and transit operators.

### **Structure**

SBCOG is governed by a board comprised of 5 elected officials (two from the City of Hollister, two from the County of San Benito and one from the City of San Juan Bautista). The Director of Caltrans District 5 or their designee has an ex-officio seat. SBCOG is led by an executive director appointed by the board.

The SBCOG board of directors typically meets on the third Thursday of every month from 4pm-6pm.

### **Authorities:**

In terms of authorities, SBCOG has several key designations:

- Designated by the State of California as the Regional Transportation Planning Agency (RTPA) for the County of San Benito.
- Council of Governments for Regional Housing Needs Allocation (RHNA)
- Local Transportation Authority administers and operates public transportation services in the county.
- Airport Land Use Commission (ALUC)
- Service Authority for Freeways and Expressways (SAFE)
- Local transportation sales tax authority to administer Measure G program.

**~ END SECTION 2 ~**

**SECTION 3. SCOPE OF WORK**

3.1 General Description

SBCOG seeks an attorney or law firm to provide general legal services for SBCOG. The service specifically entails providing legal review and advice to the agency on documents, agreements and responsibilities related to transportation planning and funding.

Examples of duties:

- Provision of all legal advice to SBCOG's executive director, board members, and other designated personnel as appropriate.
- Providing legal review and advice on documents, contracts, memoranda, and Resolutions and Ordinances.
- Providing guidance on compliance with the Brown Act, Public Records Act requests, ethics, and conflict of interest law.
- Attendance at all SBCOG board meetings, and/or other SBCOG meetings deemed necessary or as requested by SBCOG Board of Directors or executive director.
- Providing guidance on compliance with State and Federal laws and regulations pertaining to regional transportation planning agencies (RTPA), State Transportation Improvement Program (STIP), the Transportation Development Act (TDA), federal transportation and transit laws, regulations, and funding.
- Providing guidance on compliance with State and Federal Constitutional law and other laws and regulations pertaining to eminent domain, Civil Rights, and the Americans with Disabilities Act (ADA).
- Provide guidance related to environmental regulations including the California Environmental Quality Act (CEQA).
- Compliance with state and federal procurement and contract requirements established by Caltrans and U.S. Department of Transportation.
- Provide legal advice and review of transportation sales tax measures (Measure A and Measure G).

Attendance at Board meetings is required. Virtual attendance is an option at the discretion of the Board and/or Executive Director.

~ END SECTION 3 ~

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**SECTION 4. INSTRUCTIONS TO RESPONDENTS**

**4.1 Responding to RFP**

Respondents shall submit a completed Proposal via email, as one PDF attachment, with appropriate attachments or explanatory materials in response to SBCOG RFP #2023-01. All attachments shall be identified with the Respondent's name, the RFP number and page number. No hardcopies, oral, telegraph, telephone, facsimile, or photocopies will be accepted. Emailed proposals should contain "Proposal for General Legal Services" in the subject line. Late proposals will not be accepted.

**4.2 RFP Documents**

The following exhibits, in addition to this RFP and the Official Proposal Form set forth in Section 5 of this RFP, are included as a part of this RFP:

- Exhibit A – Respondent Fact Sheet
- Exhibit B – Acknowledgment of Addenda Form
- Exhibit C – Customer References
- Exhibit D – Designation of Subcontractors
- Exhibit E – Non-Collusion Declaration
- Exhibit F – Fee Schedule
- Exhibit G – Standard Contract

**4.3 RFP Process Schedule**

The following is an anticipated RFP schedule. SBCOG may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release RFP online at: <a href="http://www.sanbenitocog.org">www.sanbenitocog.org</a>	November 17, 2023
Deadline for Written Questions	December 15, 2023
SBCOG Deadline to Respond to Questions	December 18, 2023
Deadline for Proposals	December 21, 3:00 PM
Review Proposals	January 2 – January 3, 2024
Interviews (as needed)	January 4, 2024
Select Consultant, Negotiate Contract	January 5, 2024
Approximate Award Date	January 19, 2024

**4.4 Submission of Proposals**

Respondent shall submit the Proposal on the form(s) provided, to the two (2) email addresses listed below. Please compile Proposal into one (1) PDF document. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. Respondent shall submit one (1) electronic copy including all applicable supporting documentation, including but not limited to the Exhibits set forth in Section 6 of this RFP, emailed to the individuals named below:

Binu Abraham, Executive Director  
[babraham@sanbenitocog.org](mailto:babraham@sanbenitocog.org)

Norma Aceves, Administrative Services Specialist  
[norma@sanbenitocog.org](mailto:norma@sanbenitocog.org)

All Proposals must be received via email by no later than **3:00 PM, Pacific Time, on December 21, 2023**. You will receive an email response from SBCOG that your proposal has been received. Facsimile transmission of Proposals or hardcopies will not be accepted. Proposals must be signed by the Respondent or by a duly authorized officer of the Respondent, emailed along with all required documents, to the agency representative specified in this RFP.

All costs of the preparation of a Proposal shall be the sole responsibility of the Respondent. All materials submitted in response to the Request for Proposal become the property of SBCOG and shall not be returned.

All Proposals shall remain firm for at least ninety (90) calendar days after the Proposal Due Date or unless otherwise specified. Within ninety (90) calendar days after the Proposal Due Date, a contract may be awarded by SBCOG to the highest ranked Respondent, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of SBCOG, if required to evaluate Proposals of for such other purposes as SBCOG may determine, unless the Respondent objects to such extension in writing, submitted with the Proposal.

A responsive Proposal shall be limited in length to **no more than 15 double-sided pages**, and 12 point size font. Page limit is not inclusive of cost Proposal, certification forms, or résumés. Submissions beyond the page limit will not be considered.

A responsive Proposal shall include, at a minimum, the following items:

- The fully completed and executed Official Proposal Form set forth in Section 5 of this RFP
- Fully completed and executed Exhibits A through F of this RFP
- A cover letter
- A brief description of the Respondent's experience, including the year the firm was established, type of firm (partnership, corporation, etc.), and a statement of the Respondent's qualifications for performing the subject services, demonstrating Respondent has at least two (2) years' of experience providing the services described in Section 3, Scope of Work
- Evidence of Respondent's possession of all personal license(s), business license(s) needed in order to perform the services required and/or any other licenses and/or permits required to do business in the City of Hollister, County of San Benito, and/or State of California
- An organizational chart depicting the names of the individual or team proposed by the Respondent and a brief summary of the qualifications and experience of each member proposed as the project team, demonstrating each has the personal license(s) necessary and at least two (2) years' of experience providing the services described in Section 3, Scope of Work
- A concise, but detailed description on the Respondent's approach to meet the requirements set forth in Section 3, Scope of Work
- The relevant qualifications and experience of any Subcontractors to be used, as well as customer references for each Subcontractor
- A cost Proposal that includes the hourly rates for all positions and staff persons expected to work on the project, including the annual hourly rate for the duration of the contract, and any other related costs that are billed directly. Hourly rates should indicate



overhead rates applied (as appropriate). Once the contract is signed, hourly and other rates shall remain in effect for the duration of the contract. The cost Proposal must be submitted in a separate email. Cost proposal shall be email to Norma Aceves at [norma@sanbenitocog.org](mailto:norma@sanbenitocog.org).

- Any past, current or upcoming projects by your firm or professionals that may result in an actual or perceived conflict of interest with this representation.
- Other relevant information that will assist SBCOG in selecting the most qualified Respondent(s).

#### 4.5 Proprietary Information

All information appearing within the Proposal may be subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate email to Norma Aceves at [norma@sanbenitocog.org](mailto:norma@sanbenitocog.org), marked proprietary in the subject line, and referenced only within the body of the Proposal.

#### 4.6 Point of Contact

All questions regarding this RFP shall be directed to Norma Aceves, Administrative Services Specialist [norma@sanbenitocog.org](mailto:norma@sanbenitocog.org) with the subject: “**Questions for COG RFP 2023-01 General Legal Services**” followed by a brief description. No other individual has the authority to respond to any questions submitted unless specifically authorized by Binu Abraham, Executive Director or her designee. Failure to adhere to this process may disqualify the Respondent.

#### 4.7 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the Respondent shall notify SBCOG in writing at once (e-mail is acceptable). SBCOG will post addenda with further instruction or clarification on [www.SanBenitoCOG.org](http://www.SanBenitoCOG.org) for all interested parties to view. SBCOG shall not be held responsible for oral interpretations. Questions must be received at least seven (7) days before the Proposal due date and will be answered via Addenda.

#### 4.8 Questions

Questions must be received by **December 15, 2023 at 4:00 PM, Pacific Time**. All Addenda issued shall be incorporated into the contract. It is the Respondent’s responsibility to check the website to obtain the most current information regarding this RFP.

#### 4.9 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Binu Abraham or her designee, to be posted on SBCOG’s website at [www.SanBenitoCOG.org](http://www.SanBenitoCOG.org) for all interested parties to view, and to be faxed, emailed, or mailed to all prospective Respondents known by SBCOG, if and when necessary. All Addenda issued shall be incorporated into the contract. Respondents shall be responsible for monitoring SBCOG’s website at [www.SanBenitoCOG.org](http://www.SanBenitoCOG.org) to obtain the most current information regarding this RFP. Current information may be in the form of an update or a formal Addendum. The last day for updates and Addenda to be posted on the above mentioned website is **December 18, 2023, at 5:00 PM, Pacific Time**.

#### 4.10 Late Responses

All responses to the RFP must be emailed to [babraham@sanbenitocog.org](mailto:babraham@sanbenitocog.org) AND [norma@sanbenitocog.org](mailto:norma@sanbenitocog.org) no later than **3:00 PM, December 21, 2023, Pacific Time**.

Respondents shall be responsible for the timely delivery of their Proposals. Proposals received after the deadline will not be accepted and will be unopened and discarded.

**4.11 Multiple Proposals**

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

**4.12 Proposal Evaluation Criteria**

If an award is made, it will be made to the responsive Proposal by a responsible Respondent that offers SBCOG the greatest value based on an analysis involving a number of criteria. SBCOG intends to award a Contract to the Proposer that offers the best value, considering a variety of qualitative factors, including price. SBCOG reserves the right to determine that the highest-ranked Proposer provides the best value to SBCOG, even if the highest-ranked Proposer does not offer the lowest price. An Evaluation Committee (Committee) that SBCOG designates will evaluate proposals SBCOG receives based on the evaluation criteria set forth herein.

An Evaluation Committee will review each Proposal for completeness and content. Each Proposal will be evaluated based upon the relevant experience of the Respondent. The Evaluation Committee will review and rank the Proposals according to the Evaluation Criteria described below and assigned points per criteria as indicated. The Evaluation Committee may conduct interviews, if necessary. The rankings will be based upon the evaluation criteria that may include, but is not necessarily limited to the following:

<b>Evaluation Criteria</b>	<b>Max. Points</b>
Organization, Experience, and Reference	25
Qualifications	30
Staff	20
Technical Approach	15
Cost proposal	10
<b>TOTAL</b>	<b>100</b>

- Organization, Experience, and Reference: Does the Respondent's organizational structure show sufficient depth for its present workload? Has the Respondent demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? Are the Respondent's references from past clients and associates favorable? Does the Respondent show financial and operational stability?
- Qualification: Showcase the breadth and quality of services required for the anticipated project. Demonstrate examples of creative and collaborative solutions.
- Staff: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with project requirements? What will be key personnel's proposed response time to queries?
- Technical Approach: Does the Respondent have an understanding of the services they will be providing? Does the Respondent understand their role for the Project? What is the Respondent's performance methodology? What is the Respondent's workflow? Will the Respondent be able to perform the Scope of Work within a timely manner?
- Cost: Does the Respondent provide the hourly rate for attorney(s) and staff (including law clerks and paralegals) to be assigned to SBCOG and a summary of any other related costs that are billed directly?

#### 4.13 Selection Procedure

SBCOG shall perform an initial review of all Proposals to determine responsiveness as specified in Paragraph 4.4 in this RFP. The Evaluation Committee will review all responsive Proposals and will rank Proposals in descending order of preference according to the weighted criteria identified in section 4.12. The Evaluation Committee will then select the preferred Proposal, that best meets the needs as set forth in this RFP, is the best qualified, and is able to provide the requested services as follows:

- **PRE-SELECTION:** The Evaluation Committee will review and screen the Proposals for completeness. Proposals that are incomplete, or improperly written, may be considered non-responsive and may be rejected. Each Proposal will be evaluated for its completeness and responsiveness to the Evaluation Criteria set forth in Section 4.11 above, and to the Scope of Services outlined in Section 3 of this RFP. Based upon the scores of responsive Proposals, the Evaluation Committee will set a competitive range and may invite Respondents in the competitive range to participate in an in-person or virtual interview. Top ranking Respondents will be asked to prepare an oral presentation of their Proposal to the Evaluation Committee. References may be contacted by any person of the Evaluation Committee. The Evaluation Committee reserves the right to evaluate the interview and presentation, and to reevaluate the initial Proposal based upon new information provided during the interview component. The Evaluation Committee will make its recommendations to the SBCOG Board of Directors. The Board of Directors will make the final determination regarding the highest ranked Respondent, based on the recommendation of the Evaluation Committee.
- **SELECTION:** Award of a contract shall not be based on cost alone, but on the strength of qualifications of the Respondent and the Respondents' capability of providing the services outlined in the RFP. The Evaluation Committee will rank the Proposals based upon the interview, compliance with the RFP terms and conditions, quality and performance of the services offered based on previous contracts, reference checks for the same or similar services, and the capacity of the Respondent to perform the required services.
- **NEGOTIATIONS:** Following final selection by the SBCOG Board of Directors of the highest ranked Respondent, staff will enter negotiations with the highest ranked Respondent, regarding the terms of a contract consistent with the RFP and the Proposal, which will be submitted to SBCOG Board of Directors for approval. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered. If an agreement is not reached within a reasonable time after the highest ranked Proposal is identified, SBCOG reserves its right to terminate negotiations with the highest ranked Respondent and begin negotiations with the next highest ranked Respondent, suspend the process entirely or request new Proposals. This process will continue until an agreement is reached or all Proposals are rejected.

All Respondents may be notified of the Proposal which is ranked highest. No other information will be released.

The evaluation of the Proposals shall be within the sole judgment and discretion of the Evaluation Committee and the SBCOG Board of Directors. SBCOG reserves the right to reject any and all Proposals received pursuant to the RFP. The award of a contract is contingent on funding availability and SBCOG Board of Directors' approval. SBCOG is under no obligation to award any contract. There shall be no appeal of any decision of SBCOG, or any SBCOG representative.

#### 4.14 Reservations

SBCOG reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all Proposals, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure, in any Proposal, or in any subsequent negotiation process
- Terminate this RFP and issue a new RFP anytime thereafter
- Procure any services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP, including deadlines for accepting Proposals, by issuance of an Addendum at any time prior to the deadline for receipt of Proposals
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the Proposal or other data available to SBCOG. Such disqualification is at the sole discretion of SBCOG
- Reject the Proposal of any Respondent that is in breach of or in default under any other agreement with SBCOG.
- Reject any Respondent deemed by SBCOG to be non-responsive, unreliable, unqualified, or non-responsible.

#### 4.15 Notification of Modification or Withdrawal of Proposals

The Respondent may modify or withdraw a Proposal by submitting a written request for its modification or withdrawal to a SBCOG representative at any time prior to the Proposal submission deadline. The withdrawal shall be signed by the Respondent or an authorized agent of the Respondent.

The Respondent may thereafter submit a new Proposal prior to the deadline. All Proposals not modified or withdrawn prior to the deadline will become SBCOG's property. Modifications of a Proposal offered in any manner, oral or written, will not be considered after the deadline.

#### 4.16 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

#### 4.17 Contractor Responsibility and Performance

SBCOG will consider the Contractor to be the sole point of contact with regard to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the contract are satisfactory.

#### 4.18 Insurance

The Contractor, at its sole cost and expense, for the full term of this contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects SBCOG and any insurance or self-insurance maintained by SBCOG shall be in excess of the Contractor's insurance coverage and shall not contribute to it.

##### 1. Types of Insurance and Minimum Limits

- a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
- b) The Contractor's vehicles used in the performance of this contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per accident for bodily injury and property damage.
- c) The Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
  - (i) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Request;
  - (ii) Full Personal Injury coverage;
  - (iii) Broad form Property Damage coverage, and
  - (iv) A cross-liability clause in favor of SBCOG.
- d) The Contractor shall obtain and maintain Professional Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit. Such insurance coverage shall include, without limitation:
  - (i) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Request; and
  - (ii) A cross-liability clause in favor of SBCOG.

##### 2. Other Insurance Provisions

- a. As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by SBCOG.
- b. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The Council of San Benito County Governments is hereby added as an additional insured as respects the operations of the named insured."
- c. All the insurance required herein shall contain the following clause:

"It is agreed that these policies shall not be cancelled nor the coverage reduced until thirty (30) days after the Council of San Benito County Governments ("SBCOG") shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to SBCOG as evidenced

by properly validated return receipt. Such notice shall be sent to: Council of San Benito County Governments, 330 Tres Pinos Road Suite C7, Hollister, CA 95023".

- d. The prospective Contractor agrees to provide SBCOG at or before the effective date of any award resulting from this RFP with a certificate of insurance of the coverage required.
- e. All required insurance policies shall be endorsed to contain the following clause: This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Council of San Benito County Governments  
Binu Abraham, Executive Director  
330 Tres Pinos Road, Suite C7  
Hollister, CA 95023

The Contractor agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide SBCOG on or before the effective date of this contract Certificates of Insurance for all required coverage. By submitting a Proposal, the proposing Respondent agrees to provide the insurance specified in Paragraph 3.17 of this RFP.

#### 4.19 Pre-Award Conference

If requested, successful Respondent(s) shall meet with SBCOG representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed contract.

#### 4.20 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP, with other terms and conditions specified in this RFP incorporated therein. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered. Submittal of a Proposal shall constitute concurrence with the terms and conditions set forth in SBCOG's standard contract and in this RFP.

#### 4.21 Cost of Service

SBCOG reserves the right to negotiate the proposed cost with the successful Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through the end of the contract term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date. However, in the case of an announced cost decrease, such decrease shall be passed on to SBCOG.

~ END SECTION 4 ~

**SECTION 5. OFFICIAL PROPOSAL FORM**

The undersigned offers and agrees to furnish all work, materials, supplies, equipment and other incidentals required to complete the services subject to this Request for Proposals, for the costs stated and in conformance with all requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimated number of hours as only a ball park figure based on prior history for the same services.

Complete the following Exhibit A including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

Have you complied with all specifications, requirements, terms and conditions of this RFP?

Yes  No

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

I declare under penalty of perjury that I have not been a party with any other Respondent to offer a fixed cost in conjunction with this Request for Proposal.

~ END SECTION 5 ~





**EXHIBIT B—ACKNOWLEDGMENT OF ADDENDA FORM**

\_\_\_\_\_ (Respondent or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Authorized Representative Name and Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date \_\_\_\_\_

**END OF EXHIBIT B**

**EXHIBIT C—CUSTOMER REFERENCES**

List and submit with this Proposal four (4) customer references, for whom you have furnished similar product or services.

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_
  
4. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

**END OF EXHIBIT C**



**EXHIBIT E—NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, \_\_\_\_\_, am the  
Name  
\_\_\_\_\_ of \_\_\_\_\_,  
Position/Title Company

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
Date Signature

**END OF EXHIBIT E**

**EXHIBIT F—FEE SCHEDULE**

		Hourly Rate	Est. Hours	Total Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Total overall cost for services identified: \_\_\_\_\_

**END OF EXHIBIT F**

**EXHIBIT G—STANDARD CONTRACT**

The following is a copy of the Standard Contract used by SBCOG for contracting with consultants or individuals for professional services. This document shall serve as the basis for a contract with the successful consultants (s) or individual(s). *Respondents should not respond to this RFP if they cannot agree to the standard contract terms and conditions.*

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("COG") and \_\_\_\_\_ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on \_\_\_\_\_, and end on \_\_\_\_\_ unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COG's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR'S performance, COG shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \_\_\_\_\_ \$1,000,000
- (b) Professional liability insurance: \_\_\_\_\_ \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \_\_\_\_\_ \$1,000,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is \_\_\_\_\_  
thirty (30) \_\_\_\_\_ days.

**7. Specific Terms and Conditions. (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COG:

Name: Binu Abraham

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONTRACTOR:

Name:

Title:

Address:

**SIGNATURES**

APPROVED BY CONTRACTOR:

Name:

Chair

Date:

Name:

Title:

Date:

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

By:

Shirley L. Murphy, Deputy County Counsel

Date:

**ATTACHMENT A**  
**Scope of Services**

**This section has been intentionally left blank as the scope of services will be provided following selection of a qualified Respondent.**

**~ END ATTACHMENT A ~**



**ATTACHMENT B  
Payment Schedule**

**B-L. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COG to CONTRACTOR at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COG shall pay to CONTRACTOR: *(check one)*

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$ \_\_\_\_\_.

**for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.**

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

CONTRACTOR shall invoice monthly at an hourly rate for services rendered pursuant to B-4 and of this Contract. CONTRACTOR shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by CONTRACTOR. The monthly progress report shall include the following:

- Description of the tasks in progress or achieved
- Description of the tasks still to be achieved
- Percentage of work still anticipated for each task

**~ END ATTACHMENT B ~**

## ATTACHMENT C General Terms and Conditions

### **C-1. INDEMNIFICATION.**

CONTRACTOR and COG each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### **C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR'S duty to indemnify COG, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COG shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all Subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR'S operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.

- d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

**C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COG, CONTRACTOR shall file certificates of insurance with COG, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR'S self-insurance provides substantially the same protection to COG as the insurance required herein. CONTRACTOR further agrees to notify COG in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

**C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR'S Subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any SUBCONTRACTOR, shall be made available to COG or its authorized representative, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COG, its authorized representative, or officials of the State of California.

**C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COG notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any Subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COG, and shall not be subject to any copyright claimed by the CONTRACTOR, SUBCONTRACTOR, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any Subcontractor, or any of their agents or employees, without the prior written consent of COG is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent CONTRACTORS in relation to COG and not officers or employees of COG. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COG. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COG that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no Subcontractor or person having such an interest shall be used or employed.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COG in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COG, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COG shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COG's receipt of consideration with knowledge of CONTRACTOR'S violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR'S signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR'S heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COG shall have the right to deduct from any payments specified in Attachment B any amount owed to COG by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COG exercises the right to reduce the consideration specified in Attachment B, COG, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

~ END ATTACHMENT C ~

~ END EXHIBIT G ~

~ END SECTION 6 ~



## STAFF REPORT

### Informational

**Prepared By:** Veronica Lezama,  
Transportation Planning Manager  
**Subject:** Monthly Caltrans District 5  
Construction Projects Report

### Agenda Item No. 11

**Approved By:** Binu Abraham, Executive Director

**Meeting Date:** December 21, 2023

### Recommendation:

RECEIVE Monthly Caltrans District 5 Construction Projects Report.

### Summary:

The Council of San Benito County Governments (COG) Board of Directors will receive the monthly report from Caltrans District 5 on active highway projects in San Benito County.

### Background/ Discussion:

As an ex officio member, the California Department of Transportation (Caltrans) provides the COG Board of Director's a summary report of all active highway and other state oversight projects in San Benito County. The enclosed Caltrans Update of Projects identifies the following projects in San Benito County.

1. Highway 25/156 Roundabout
2. Highway 156 Improvement Project
3. Highway 25 Curve Alignment Restoration
4. Hollister Clean CA
5. U.S 101 Southbound Connector Extension
6. SR 156/Alameda EB Right-Turn Channelization
7. Highway 25 Expressway Conversion - San Felipe, Segment 1
8. Rocks Road US 101 Wildlife Connectivity Project

### Financial Impact:

Please see attached project updates report.

### Attachment:

1. Caltrans District 5 Construction Projects Report



**CONSTRUCTION PROJECTS**

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1. <b>Highway 25/156 Roundabout (1J480)</b>	Intersection of SR 25/156, north of Hollister  (PM 54.048)	Construct Roundabout	June 2022 - Early 2024	\$10.9 million	SHOPP	Terry Thompson	Graniterock Construction	Construction will include overhead sign installation, traffic loop cutting and final striping during the month of December.
2. <b>Highway 156 Improvement Project (34490)</b>	In and near San Juan Bautista, from The Alameda to slightly east of Fourth Street  (PM 3.0/R8.2)	Construct four-lane expressway	August 2022 - Fall 2025	\$89.7 million	STIP/Local	Terry Thompson	Teichert Construction	Continued construction activities. Union Rd detour scheduled for Summer of 2024.
3. <b>Highway 25 Curve Alignment Restoration (1H810)</b>	Near Hollister, just north of San Benito Lateral  (PM 18.8/19.1)	Curve restoration	March 2023 - Fall 2024	\$5.4 million	SHOPP	Terry Thompson	Teichert Construction	Excavation work has been completed.
4. <b>Hollister Clean CA (1P531)</b>	On Route 25 in San Benito County from Sunset Dr. to Santa Ana Rd.  (PM 49.9/51.2)	Install beautification, transportation art, and safety measure enhancement project in Caltrans R/W.	April 2023 – Summer 2025	\$1.2 million	Clean CA	Terry Thompson	Bortolussi & Watkin, Inc.	Construction is underway.





# PROJECT UPDATE - SAN BENITO COUNTY

PREPARED FOR THE DECEMBER 21, 2023, COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

## PROJECTS IN DEVELOPMENT

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
5. <b>U.S 101 Southbound Connector Extension (1N910)</b>	In San Benito County 3.0 miles West of San Juan Bautista at SR-156 and U.S. Route 101	Extend westbound connector an additional 1800 feet and construct a ramp meter	TBD	TBD	Minor A	Terry Thompson	PA&ED	Continued surveys and environmental studies.
6. <b>SR 156/Alameda EB Right-Turn Channelization (1P300)</b>	In San Juan Bautista at the intersection of SR 156 and The Alameda  (PM 2.9/3.1)	Installation of eastbound right-turn channelization from SR 156 onto the Alameda	Spring 2024	TBD	Oversight/ Local	Terry Thompson/ Paul Valadao	PA&ED	The City approved change in ownership of the developer. Caltrans held a project kick-start meeting on Nov. 1 with the City's team to discuss the Right of Way challenges and how it may affect project delivery. Caltrans is actively collaborating with the City's design team on inquiries regarding adjacent/affected property owners. The City's design team submitted DEER to Caltrans for review.
7. <b>Highway 25 Expressway Conversion - San Felipe, Segment 1 (48541)</b>	San Felipe Road to 0.3 miles north of Hudner Lane (0.8 mi west of SR 25 to 0.5 miles east of SR 25)	Conversion of 2-lane conventional highway to a 4-lane expressway	N/A	N/A	Local	Terry Thompson	PA&ED	Two workshops are being proposed for Caltrans and SBCOG to determine the range of project alternative needed to align this project with SB743 VMT guidelines.



# PROJECT UPDATE - SAN BENITO COUNTY

PREPARED FOR THE DECEMBER 21, 2023, COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

## PROJECTS IN DEVELOPMENT (CONTINUED)

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
8. <b>Rocks Road US 101 Wildlife Connectivity Project (1Q260)</b>	In San Benito County in the Aromas Hills (PM 0.0/2.8)	Identify wildlife crossing opportunities to connect important habitat on both sides of US 101 and improve safety for drivers and wildlife	TBD	TBD	State Funded	Terry Thompson	PID	Developing PID document by preparing project alternatives. Grant funding was awarded to the wildlife Connectivity Project.

### ACRONYMS USED IN THIS REPORT:

<b>ADA</b>	Americans with Disabilities Act
<b>CEQA</b>	California Environmental Quality Act
<b>CMAQ</b>	Congestion Mitigation Air Quality
<b>CMIA</b>	Corridor Mobility Improvement Account
<b>CTC</b>	California Transportation Commission
<b>ED</b>	Environmental Document
<b>EIR</b>	Environmental Impact Report
<b>PA&amp;ED</b>	Project Approval and Environmental Document
<b>PM</b>	Post Mile
<b>PS&amp;E</b>	Plans, Specifications, and Estimates
<b>RTL</b>	Ready to List
<b>RW</b>	Right of Way
<b>SBI</b>	Senate Bill 1, the Road Repair and Accountability Act of 2017
<b>SCL</b>	Santa Clara County Line

<b>SHOPP</b>	State Highway Operation and Protection Program
<b>SR</b>	State Route
<b>STIP</b>	State Transportation Improvement Program
<b>TBD</b>	To Be Determined
<b>TMS</b>	Traffic Management System