



REQUEST FOR PROPOSALS

Community Based Transportation Plan

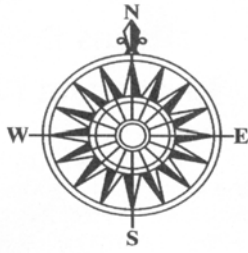
**SONOMA COUNTY
TRANSPORTATION AUTHORITY
520 Mendocino Avenue, Suite 240
Santa Rosa, CA 95401
(707) 565-5373**

Key RFP Dates

Issued: December 13, 2005

Submit Proposals: January 18, 2006

Interview Date: January 24, 2005



SCTA

Sonoma
County
Transportation
Authority

Keeping Sonoma County Moving

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Sonoma County

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Jake Mackenzie
Rohnert Park

Lisa Schaffner
Healdsburg

Tim Smith
Sonoma County

December 13, 2005

NOTICE OF REQUEST FOR PROPOSALS COMMUNITY BASED TRANSPORTATION PLAN

Gentlemen/Ladies:

The Sonoma County Transportation Authority invites proposals from qualified consultants to prepare a Community Based Transportation Plan (CBTP).

Proposals must be submitted at or before 2:00 p.m. on January 18, 2006.

Ten (10) complete copies of the proposal should be delivered in person or by mail to the following address:

**Sonoma County Transportation Authority
520 Mendocino Avenue, Suite 240
Santa Rosa, CA 95401**

Proposals and amendments to proposals received after the date and time specified above will be returned unopened. Parties interested in obtaining a copy of this Request For Proposals should e-mail your request to sctaweb@sctainfo.org or look online at www.sctainfo.org.

Those responding to the RFP will be required to comply with all applicable equal opportunity laws and regulations.

Sincerely,

Suzanne Wilford
Executive Director

520 Mendocino Avenue
Suite 240
Santa Rosa, CA 95401
PH: 707-565-5373
FAX: 707-565-5370

Janet Spilman
Deputy Director of Planning and Public Outreach

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SECTION 1. OVERVIEW

A. INTRODUCTION

The Sonoma County Transportation Authority (hereinafter referred to as the "Authority" or "SCTA") is the transportation planning and fund-programming agency for Sonoma County. The Metropolitan Transportation Commission (MTC) has entered into a fund agreement with the SCTA to prepare a Community Based Transportation Plan (CBTP) for the Roseland Area in Sonoma County that will meet requirements of the Scope of Work (attached). This document will require significant outreach and is expected to take approximately one year. The stated budget for the CBTP is \$55,000.

The SCTA is soliciting proposals from firms interested in preparing the CBTP according to the conditions described in this RFP.

Negotiations may or may not be conducted with respondents; therefore, the proposal submitted should contain the respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any respondent.

It is the intent of the Authority to award a contract to the best-qualified firm that demonstrates experience in preparing Community Based Transportation Plans or similar documents.

The Authority also reserves the right to reject any or all of the proposals, to investigate the qualifications of all firms under consideration, to confirm any part of the information furnished by a respondent, or to obtain additional evidence of managerial, financial or other capabilities, which are considered necessary for successful performance under the contract.

B. BACKGROUND

The goal of MTC's Community Based Planning Program is to advance the findings of two reports completed for the 2001 Regional Transportation Plan (RTP) update. The Lifeline Transportation Network Report (Lifeline) identified transit needs in economically disadvantaged communities throughout the San Francisco Bay Area, and recommended community-based transportation planning as a first step to address them. Likewise, the Environmental Justice Report for the 2001 RTP also identified the need for MTC to support local planning efforts in low-income communities throughout the region. To initiate the program, MTC adopted the CBTP program guidelines in 2002 to serve as a blueprint for implementation. Following the adoption of the guidelines, MTC launched a pilot program in five counties that was completed in 2004. Based on the positive results of the pilot, MTC will continue to implement community-based transportation planning in the remaining communities identified in the program guidelines, including in the Roseland Area of Sonoma County.

The CBTP program is a collaborative process involving residents of low-income and minority communities, community based organizations that provide services within these communities, transit operators, county congestion management agencies (CMAs) and MTC. Each planning process involves a significant community outreach component to engage the direct participation of residents. The outcome of the planning process is a community-based transportation plan that includes locally-identified transportation needs, as well as solutions to address them. Solutions may include expanding fixed-route transit, or other transportation services such as shuttles, bicycle options or auto-oriented alternatives. In some cases, new capital improvements such as bus stops, benches, shelters or other enhanced amenities may be identified. Funding opportunities are explored to support the solutions, and an outline for an action plan to implement them is developed.

Following the completion of the plans, results are forwarded to applicable transit agencies, CMAs, MTC or other relevant boards for consideration in future planning, funding and implementation discussions or proposals such as countywide expenditure plans, RTP updates, and other relevant planning or funding efforts.

C. ELIGIBILITY REQUIREMENTS

This RFP is open to any firm that provides consulting services that complies with all conditions identified within this RFP and certifies in its cover letter that it meets the following conditions:

1. Is not in litigation adverse to SCTA or the County of Sonoma or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA.
2. Does not represent clients in litigation adverse to SCTA or the County of Sonoma or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA.
3. Has the resources and commitment to complete all components of the project in a timely manner, as outlined in the Scope of Work and also including, but not limited to, attending Board and advisory meetings of the SCTA and advising staff on matters specific to the CBTP.
4. SCTA requires that the professional who signs the proposal as the manager of the professional contract with SCTA, shall certify that he or she will be present at all meetings requested by SCTA staff members and will fully participate in the day-to-day management of the contract.

D. PROPOSAL CONTENT

Respondents are asked to respond to the questions outlined below. Please be as brief and concise as possible. You are requested to limit your response to 30 pages. To facilitate the evaluation, all proposals should be in the format described below.

1. **Cover Letter**
Signed by an official authorized to bind the consultant.
2. **Title page**
Identify the RFP subject, name of the Proposer 's firm including sub consultants (if any) local address, name and telephone number of contact person, and the date.
3. **Table of Contents**
4. **Overview and Summary.** This section should clearly convey the consultant's understanding of the nature and purpose of the work and the general approach to be taken, including the method for selecting the CBOs from SCTA's list.
5. **Management Approach.** This section should describe the consultant's approach to management of the work. The consultant shall describe the role of the CBOs, with a description of the CBOs specific responsibilities. If subconsultants are to be used, provide similar information for each subconsultant. This section should discuss the consultant's organization for this project, how the work assignments are structured, and the staffing. The staffing discussion should include the names and a brief summary of the qualifications of the key personnel involved in each aspect of the project. The current work commitment of the Project Manager and key staff should also be presented. Please note that the total budget should not exceed \$55,000.

6. **Personnel Qualifications.** This section should include a summary of the resumes of the team members that would be assigned to the project. Specific relevant experience should be highlighted for each team member. This should include previous work with Community Based Organizations and familiarity with one or more of the three project areas.
7. **Qualifications of the Firm.** This section should provide a short description of previous projects, which significantly relate to the consultant's qualifications for this project. This should include previous work with Community Based Organizations and familiarity with one or more of the three project areas. This description should identify the role, if any, of the key personnel assigned to conduct the project. Provide a list of five former or current clients for whom the firm has performed services similar to those described in this RFP, along with names and telephone numbers of persons who may be contacted as references and the consultant team member who performed the work. If subconsultants are to be used, provide similar information for each subconsultant.

E. APPENDICES

Information considered by Proposers to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

F. EXCEPTIONS/DEVIATIONS

State any exceptions to or deviations from the requirements of this RFP and segregate "technical" exceptions from "contractual" exceptions. Where Proposers wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained.

SECTION 2. INSTRUCTIONS TO PROPOSERS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's scope of work as set forth in Exhibit A.

B. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions.

C. CLARIFICATIONS

1. Examination of Documents:
All relevant documents pertaining to the Authority can be found at www.sctainfo.org.
2. Submitting Requests

- a. All questions must be put in writing and must be received by the Authority no later than noon on December 21, 2005. Thereafter the Authority will enforce a Blackout period, see attached Blackout Notice Exhibit B.
 - b. Any of the following methods of delivering written questions are acceptable as long as the questions are addressed to Janet Spilman, and are received no later than the date and time specified above:
 - c. U.S. Mail: Sonoma County Transportation Authority, 520 Mendocino Avenue, Suite 240, Santa Rosa, California 95401.
 - d. Personal Courier: Sonoma County Transportation Authority, 520 Mendocino Avenue, Suite 240, Santa Rosa, California 95401.
 - e. Facsimile: The Authority's fax number is (707) 565-5370.
 - f. E-Mail: e-mail address is jspilman@sctainfo.org.
3. Authority Responses: Responses from the Authority will be posted on the SCTA website no later than 5:00PM January 4, 2006.

D. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted at or before 2:00 p.m. on January 18, 2006.

Proposals received after the above-specified date and time will be returned to Proposers unopened.

2. Address

Proposals delivered by mail or in person shall be submitted to the following:

**Sonoma County Transportation Authority
520 Mendocino Avenue, Suite 240
Santa Rosa, California 95401
Attention: Community Based Transportation Plan**

3. Identification of Proposals

Proposer shall submit an **original and ten (10) copies** of its proposal in a sealed package,

4. Acceptance of Proposals

The Authority reserves the right to:

- a. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or in the selection process;
- b. Request additional information of Proposers at its discretion;
- c. Withdraw this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP;
- d. The Authority reserves the right to postpone proposal openings for its own convenience.

5. Confidentiality of Proposals

Proposals received shall remain confidential until the contract, if any; resulting from this RFP is awarded. Thereafter, all information submitted in response to this request shall be deemed a public record. In the event that the Proposer desires to claim portions of its proposal as exempt from disclosure, it is incumbent on the Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. SCTA will consider a Proposer's request for exemption from disclosure; however, SCTA will make its decision based on applicable laws. An assertion by the Proposer that the entire proposal is exempt from disclosure will not be honored.

E. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

F. JOINT OFFERS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

G. INSURANCE AND AGREEMENT PROVISIONS

The Proposer must satisfy the insurance requirements of the proposed Agreement for Consulting Services. Please return the Insurance Questionnaire (Exhibit C) with the proposal.

The successful Proposer will be required to adhere to the provisions, terms, and conditions of the attached standard Agreement for Consulting Services (Exhibit D). Objections to any provisions must be identified in the proposal. No response will signify that the agreement is acceptable as written.

H. LEVINE ACT

The selected consultant team will be required to disclose on the record any contribution of \$250.00 or more which they have made to an SCTA Board member within the twelve-month period preceding submission of the RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed, you must provide written notice of the date, amount and receipt of the contribution(s) in writing to the SCTA Executive Director, Suzanne Wilford. This information will need to be provided before the SCTA can approve any contract.

I. OTHER

The selected consultant team will be subject to all applicable provisions of the interagency funding agreement between the MTC and SCTA. Copies of the agreement will be furnished upon request.

SECTION 3. EVALUATION AND AWARD

A. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all proposals received. The committee will be comprised of Authority staff and may include outside personnel. The committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria identified in Section 3 (B) to arrive at a "proposal score" for each proposal. A list of top ranked proposals will be developed based upon the totals of each committee member's score for each proposal.

The Evaluation Committee will review all written statements of qualifications submitted on time. The committee will evaluate the submittals and make a selection based on the following criteria:

- Relevant experience of the key personnel assigned to the project
- Qualifications of the Firm, including relevant experience with projects of this type
- Experience with Community Based Organizations
- Project understanding and approach
- Understanding of the Study's Purpose of the Community Based Transportation Plan
- Ability to Articulate Recommendations to Decision-Makers and Staff

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established January 24, 2006, to conduct interviews. All prospective Proposers will be asked to keep this date available. No other interview dates will be provided; therefore, if an Proposer is unable to attend the interview on this date its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm's proposal and qualifications. The committee will use pre-established criteria during the interview process to score and make their final recommendation.

If an interview process is conducted, the final compilation on which firms will be ranked, are weighted as follows: Proposal phase 80%; Interview phase 20%.

B. SUBMITTAL EVALUATION FACTORS

The successful submittal will include a strong community outreach component as well as a technical transportation-planning element. The Evaluation Committee will evaluate submittals based on the following criteria, all of which are approximately equal in importance:

1. Consensus building, facilitation, and organizational skills in arranging for and conducting community outreach. Demonstrated knowledge of and experience in conducting various outreach techniques (i.e. surveys, focus groups, hosting public meetings, etc.). Ability to synthesize community input and compile results into a final transportation plan. Demonstrated ability to work with a diverse range of organizations and populations. (Note: the successful team must work in conjunction with a variety of stakeholders)

including community based organizations representing the interests of the community, community residents, transit operators, the SCTA and MTC).

2. Demonstrated knowledge and experience working in the project area and familiarity with transportation issues specific to the Roseland area in Sonoma County.
3. Experience working with Community Based Organizations.
4. Familiarity with the project areas.
5. Technical transportation planning skills to assess transit gaps and identify appropriate broad-based solutions. Understanding of the operational and financial constraints faced by public transit operators and the ability to provide cost estimates associated with the implementation of proposed solutions, whether through the provision of fixed-route services or other approaches.
6. Understanding of the project requirements and the intent of the community-based transportation planning program. Suitability of proposed approach.
7. Cost-effective allocation of resources.
8. Experience in planning, facilitating or delivering similar projects.
9. Effective communication skills, both oral and written.

The SCTA reserves the right to select a consultant based solely on written submittals and not convene oral interviews. If oral interviews are necessary, the selected Proposer s will be requested to make a formal presentation. The Evaluation Committee will recommend one consultant from those interviewed. The recommendation will then be forwarded to the Executive Director for action.

C. AWARD

Acceptance of a proposal or other material during the selection process does not constitute a contract and does not obligate the SCTA to award funds. Funding is subject to final contract approval by the SCTA Board of Directors. SCTA reserves the right to reject any and all responses without penalty and to act in the best interest of the SCTA.

The Authority will evaluate the proposals received and will submit the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the Authority.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposers's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

D. NOTIFICATION OF AWARD

Proposers who submit a proposal in response to this RFP shall be notified by email regarding the firm who was awarded the contract. Such notification will be made within three (3) days of the date the contract is awarded.

SECTION 4. SCHEDULE

The following is a tentative project schedule and milestone requirement for the project.

Release RFP:	Tuesday December 13, 2005
Pre-Submittal Meeting*:	Wednesday, January 4, 2006, 10:00 a.m.
Proposals Due :	January 18, 2006, 3 p.m. at SCTA offices
Shortlist:	January 23, 2006
Interviews Date:	January 30, 2006
Consultant Selection:	Week of February 6, 2006
Draft Final Report:	November 2006

*The intent of the pre-submittal meeting is to respond to all questions regarding the study and SCTA requirements. Additional information on the Community Based Transportation Plan will not be provided after the pre-submittal meeting.

LIST OF ATTACHMENTS

Exhibit A. Scope of Services

Exhibit B. Blackout Notice

Exhibit C. Insurance Questionnaire

Exhibit D. Standard Agreement for Consulting Services

EXHIBIT A SCOPE OF SERVICES

TASK 1: PROJECT BUDGET AND SCHEDULE

SCTA will engage a consultant team who shall prepare a budget and schedule to complete the tasks associated with this planning project. SCTA will submit the project budget and schedule to MTC for its approval.

Deliverable #1a: Draft Project Budget and Schedule

Deliverable #1b: Final Project Budget and Schedule

Consultant shall perform the following Project activities:

TASK 2: INITIATE COLLABORATIVE PLANNING PROCESS

Establish community-based project stakeholders: Identify community based organizations or agencies that represent the interests of residents in the Roseland area to participate in the planning process. Community-based organizations (CBOs) participating in the project should support and reflect the ethnic and demographic makeup of the residents in the project area. In addition to local CBOs, the Stakeholder Committee will likely include residents of the area, local business representatives, representatives from County Human Services, local schools, Sonoma County and Santa Rosa public officials and/or staff, or others as appropriate

Establish a technical advisory committee (TAC): A TAC will also be facilitated for the project, and will consist of, at a minimum, representation from the Sonoma County Transportation Authority, County Social Services, Santa Rosa CityBus, representation from the community (CBO or residents) and MTC to 1) review and finalize work products prior to presentation to the stakeholders and 2) monitor the schedule and completion of tasks and work products.

Deliverable #2: Memorandum summarizing participants on the Stakeholder Committee, including identification of CBOs representing all relevant groups to be consulted during the outreach process, and the TAC.

TASK 3: SUMMARIZE TRANSIT GAPS IN THE ROSELAND AREA

Review and confirm boundaries of the community based on the Lifeline Transportation Network Report (Lifeline) and input from the community. Provide a description of the project area, including residential demographics (auto ownership, race/ethnicity, gender, age, income status, etc.), information related to the existing transportation network, and information regarding recent or proposed economic or housing development in the area. Summarize the transportation gaps identified in the Lifeline Report, as well as other relevant plans that identify transportation gaps in the project area.

Deliverable #3: Memorandum describing 1) the project area (demographics, existing transportation network and approved, proposed or planned development) and 2) transportation gaps from the Lifeline Report and other relevant plans covering the project area. A map of the project area will be included with the Memorandum.

TASK 4: ESTABLISH COMMUNITY OUTREACH STRATEGY

Based on the transportation gaps identified in Task 3, meet with stakeholders to confirm outreach objectives and determine appropriate outreach strategies to effectively obtain input from community members. Effective communication, written and spoken, should be made in

English and Spanish. Strategies may include, but are not limited to, hosting project-specific public meetings and workshops, attending regularly scheduled CBO meetings to present project information and solicit feedback, attending public events based in the neighborhoods, conducting focus groups and interviews, distributing surveys, and establishing project-related telephone hotlines/websites. More than one strategy may be implemented to effectively reach residents within the communities. Review proposed strategies with stakeholders and facilitate consensus on proposed approach. Develop schedule to execute outreach plan.

Deliverable #4: Memorandum #4 detailing any additional CBOs to be consulted during the outreach process not previously identified in Task 2, outreach strategies and measures to determine participation (i.e. number of meetings held, number of attendees, number of returned surveys, etc.), and a timeline for outreach execution and completion.

TASK 5: CONDUCT COMMUNITY OUTREACH TO PRIORITIZE COMMUNITY-IDENTIFIED TRANSPORTATION GAPS. PROPOSE SOLUTIONS TO CLOSE GAPS.

Execute community outreach campaign utilizing strategies approved in Task 4. Manage community expectations by informing and educating participants about the goals of the community-based transportation planning process. Facilitate discussions with the goal of reaching consensus to prioritize the gaps identified in Task 3 and any additional gaps identified by the community. Gather input from community members on solutions to mitigate gaps. Solutions may include fixed-route options, shuttle services, guaranteed ride home programs, auto-oriented options, bicycle alternatives, or in some cases, capital enhancements such as bus shelters, benches or other amenities. Solutions may also relate to improving transportation information resources or educating community residents about existing transportation options. As needed, provide information about solutions to address community-identified needs that the community may not be familiar with, such as car sharing, or strategies that may be successful in other communities. Establish priority, such as high, medium or low for gap-mitigation solutions.

Deliverable #5: Memorandum summarizing 1) outreach process (strategies, level of community participation) 2) list of community-prioritized gaps and 3) description of proposed solutions for filling the gaps. Provide a list containing names and mailing addresses of both CBOs and residents that participated in the outreach process for use in future transportation-related outreach efforts.

TASK 6: EVALUATE FEASIBILITY OF IMPLEMENTING PROPOSED SOLUTIONS AND RECOMMEND IMPLEMENTATION STRATEGIES

In conjunction with the TAC, establish criteria for evaluating the feasibility of proposed solutions (i.e. cost effectiveness, potential funding availability, reasonableness of implementation schedule, etc.). Facilitate consensus among stakeholders on the evaluation criteria. Review potential solutions based on how well they meet the agreed-upon criteria. Document solutions that do not meet the criteria, indicating why they will not advance for further analysis. Evaluate the implementation feasibility of the proposed viable solutions including cost estimates, lead agency, potential funding sources, timelines, etc., and include any operational, institutional or funding constraints (both public and private resources) that need to be addressed to ensure successful implementation. Educate stakeholders and the community about how new and innovative solutions could meet the transportation needs they have identified.

Deliverable #6: Memorandum summarizing the feasibility of each proposed solution based on agreed-upon criteria. Recommend implementation strategies based on these factors.

TASK 7: PREPARE FINAL COMMUNITY-BASED TRANSPORTATION PLAN

Prepare report comprising final Community-based Transportation Plan.

Deliverable #7: The Final Report will consolidate all technical memorandums and maps into one draft final report. Comments received on technical memorandums and draft reports will be incorporated. The final Community-based Transportation Plan will contain the following elements:

- Planning area description, demographics and map
- Summary of the community outreach process including all CBOs and outreach strategies involved as well as the outreach results (i.e. number/type of events, attendance, number of returned surveys, etc.)
- List of amendments to the Lifeline Transit Network as appropriate
- List of community-prioritized transportation gaps
- List of feasible, community-supported solutions to close gaps
- Assessment of operational, institutional and funding constraints needed to be addressed in order to ensure successful implementation
- Cost estimates for each proposed solution
- Outline for implementation action plan, including agency responsibilities
- List of potential public and private funding sources to support solution implementation.

The consultant will provide one unbound original, twenty (20) bound copies and an electronic copy of the final report to both the SCTA and MTC.

TASK 8: PRESENT FINAL COMMUNITY-BASED TRANSPORTATION PLAN RESULTS

Present the results of the final community-based transportation plan to stakeholders, transit agencies, SCTA, and others, up to a maximum of seven presentations

EXHIBIT B BLACKOUT NOTICE

Upon release of this RFP, the Executive Director hereby directs all personnel associated with the Authority to refrain from communicating with prospective Proposers and to refer all inquiries to the Executive Director or other authorized representative. This procedure is commonly known as a "blackout notice" and shall be imposed with the release of the RFP.

Proposers shall refrain from contacting the members of the SCTA Board of Directors regarding this RFP during the evaluation process. Any party attempting to influence the RFP process through ex parte contact may have their proposal rejected.

The notice may be issued in any format (e.g., letter or electronic) appropriate to the complexity of the RFP.

Blackout notices are not intended to terminate all communication with Proposers. Contracting officers should continue to provide information as long as it does not create an unfair competitive advantage or reveal proprietary data.

**EXHIBIT C
INSURANCE QUESTIONNAIRE**

**REQUEST FOR QUALIFICATIONS FOR CONSULTANT SERVICES FOR
SONOMA COUNTY TRANSPORTATION AUTHORITY**

Organization Name: _____ Telephone: _____

Address: _____

Contact Person: _____

Workers' Compensation

Do you have limits as required by the Labor Code of the State of California?

General Liability Insurance

Existing Limits: _____

If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

Automobile Liability Insurance

Existing Limits: _____

If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

Professional Liability Insurance

Existing Limits: _____

If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

**EXHIBIT D
STANDARD AGREEMENT FOR CONSULTANT SERVICES**

This Agreement is made by and between _____ (hereinafter referred to as "CONSULTANT"), and the Sonoma County Transportation Authority (hereinafter referred to as "SCTA") for the purpose of providing skilled and knowledgeable professional consulting services in connection with _____.

RECITALS

WHEREAS, Consultant represents that it is a duly qualified and licensed _____, experienced in the preparation of _____ and related services; and

WHEREAS, in the judgment of the SCTA Board of Directors, it is necessary and desirable to employ the services of Consultant for _____;

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

AGREEMENT

1. GENERAL PROVISIONS

1.1 SCOPE OF AGREEMENT: SCTA retains CONSULTANT to provide _____. The scope of services to be provided by CONSULTANT is more specifically defined in "Exhibit A," attached hereto and incorporated herein by reference. In case of any conflict between Exhibit A and this Agreement, the terms of this Agreement shall prevail. CONSULTANT shall work closely with SCTA and SCTA staff in the performance of all work pursuant to this Agreement.

1.2 PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. If any of CONSULTANT's work is not in accordance with such level of competency and standard of care, SCTA shall have the right to do any or all of the following: (a) require CONSULTANT to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to paragraph 4.2; or (d) pursue any and all other remedies at law or in equity.

1.3 ASSIGNED PERSONNEL: CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time, and for any reason, SCTA desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from SCTA.

1.4 KEY PERSONNEL: Any and all persons identified in this Agreement or any exhibit thereto as the project manager, project team, or other professional performing work hereunder are deemed by SCTA to be key personnel whose services were a material inducement to SCTA to enter into this agreement, and without whose services SCTA would not have entered into this Agreement. CONSULTANT shall not voluntarily remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCTA. With respect to performance of work under this Agreement, CONSULTANT shall employ the following key personnel:

1.4 SUBCONTRACTING: CONSULTANT shall perform the work contemplated with resources available within its own organization, and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by SCTA's Executive Director, except that which is expressly identified in this Agreement. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants or subcontractors. Any substitution of subconsultants or subcontractors shall be approved in writing by SCTA's Executive Director in advance of assigning work to a substitute subconsultant or subcontractor.

2. COMPENSATION:

2.1 PAYMENT FOR CONSULTANT'S SERVICES: For all services and incidental costs required hereunder, CONSULTANT shall be paid no more than _____. Payment shall be made in accordance with the payment terms set forth in Exhibit __, attached hereto and incorporated herein by reference. Payment shall be made to CONSULTANT in the manner provided in Paragraph 2.2 below.

2.2 PAYMENT PROCEDURE: CONSULTANT shall submit an invoice to SCTA on a monthly basis, containing the following information: (A) the amount of the current billing and a description of the associated work performed; (B) the total amount of the previous bill; (C) the total billings to date; and (D) any and all relevant receipts or other appropriate cost documentation. Within fifteen (15) business days following receipt of the invoice by SCTA, SCTA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice and whether the costs are properly documented. If SCTA determines that CONSULTANT has not satisfactorily performed such work, SCTA shall inform CONSULTANT in writing of such fact and may proceed pursuant to Paragraph 1.2. Subject to the provisions of Paragraph 13, SCTA shall cause payment to be made to CONSULTANT within thirty (30)

business days following SCTA's determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced SCTA and that the invoice is supported by relevant receipts or other appropriate cost documentation. CONSULTANT shall be paid for services rendered, subject to the total compensation limit set forth in Paragraph 2.1, at the billing rates specified in Exhibit ___.

3. TERM OF AGREEMENT: The term of this Agreement shall be from _____ to _____, unless terminated earlier in accordance with the provisions of Paragraph 4 below.

4. TERMINATION:

4.1 TERMINATION WITHOUT CAUSE: At any time and without cause, SCTA, in its sole discretion, shall have the right to terminate this Agreement by giving CONSULTANT ten (10) business days written notice of termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination. Such payment shall be made in the manner provided in paragraph 4.3.

4.2 TERMINATION FOR CAUSE: Should CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided herein, or otherwise violate any of the material terms of this Agreement, SCTA may terminate this Agreement immediately by giving CONSULTANT written notice of termination, stating the reason for termination, with a reasonable opportunity to cure. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination, less the amount of actual damages, if any, sustained by SCTA by virtue of CONSULTANT's breach of this Agreement. Such payment shall be made in the manner provided in paragraph 4.3.

4.3 DELIVERY OF WORK PRODUCT AND FINAL PAYMENT UPON TERMINATION: In the event of termination, CONSULTANT shall, within ten (10) days following the date of termination, deliver to SCTA all materials subject to the provisions of paragraph 15 and submit to SCTA an invoice for work performed and reimbursable expenses incurred up to the date of termination. The invoice shall contain the information specified in paragraph 2.2. Upon receipt thereof, SCTA shall determine whether CONSULTANT has satisfactorily performed the work and properly incurred the reimbursable expenses identified in the invoice and cause payment to be made to CONSULTANT for such work and reimbursable expenses that SCTA determines CONSULTANT has satisfactorily performed or properly incurred; provided, in the case of termination for cause, SCTA shall deduct from the sum otherwise due CONSULTANT the amount of actual damages, if any, sustained by SCTA by virtue of CONSULTANT's breach of this Agreement.

5. INDEMNIFICATION: CONSULTANT agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to the SCTA, and to defend, indemnify, hold harmless, and release SCTA, its officers, agents, and employees, from and

against any and all actions, claims, damages, liabilities, or expenses, including reasonable attorneys' fees, that may be asserted by any person or entity, including CONSULTANT, arising out of or in connection with the performance of CONSULTANT hereunder, whether or not there is concurrent negligence on the part of SCTA, but, to the extent required by law, excluding liability due to the sole or active negligence or willful misconduct of SCTA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

6. INSURANCE: With respect to the performance of work hereunder, CONSULTANT shall maintain, and, with the exception noted in Section 6(h), shall require all of its subcontractors, subconsultants, and other agents to maintain, insurance as described below:

(a) Workers' Compensation Insurance: Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Sonoma County Transportation Authority."

(b) General Liability Insurance: Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

(1) "The Sonoma County Transportation Authority, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

(2) "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the

inclusion of more than one insured shall not operate to increase the limits of the company's liability."

(3) "The insurance provided herein is primary coverage to the Sonoma County Transportation Authority with respect to any insurance or self-insurance programs maintained by SCTA."

(4) "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Transportation Authority."

(c) Automobile Insurance: Automobile liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Transportation Authority.”

(d) Professional liability insurance: Professional liability insurance for all negligent and professional activities of CONSULTANT arising out of or in connection with this Agreement in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language or contain equivalent language in the policy:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Transportation Authority.”

(e) **Documentation**: The following documentation shall be submitted to SCTA:

- (1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to SCTA's execution of this Agreement.
- (2) Signed copies of the specified endorsements required for each policy. Said endorsement copies shall be submitted within thirty (30) days of SCTA's execution of this Agreement.
- (3) Upon SCTA's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of SCTA's request.

(f) **Policy Obligations**: CONSULTANT's indemnification and other obligations shall not be limited by the foregoing insurance requirements.

(g) **Material Breach**: If CONSULTANT, for any reason, fails to maintain the insurance coverage required by this Agreement, the same shall be deemed a material breach of contract. SCTA, in its sole discretion, may terminate this Agreement pursuant to the provisions of paragraph 4.2 and obtain damages from CONSULTANT resulting from said breach. Alternatively, SCTA may purchase such required insurance coverage, and without further notice to CONSULTANT, SCTA may deduct from sums due to CONSULTANT any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.

7. **PROSECUTION OF WORK**: CONSULTANT shall be authorized to proceed with the performance of this Agreement only upon the issuance by SCTA's Executive Director of written Notice to Proceed. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, or other delay beyond CONSULTANT's reasonable control and which CONSULTANT could not have reasonably foreseen and guarded against, the time for CONSULTANT's performance of this Agreement shall be extended by a number of days equal to the number of days CONSULTANT has been delayed.

8. **DELAYS AND EXTENSIONS OF TIME**:

8.1 **DELAYS IN GENERAL**: If CONSULTANT's performance of work hereunder is delayed by unforeseen events beyond the control of CONSULTANT, such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 8.3. Such unforeseen events shall be limited to earthquakes, floods, high waters, or other Acts of God, or strikes, lockouts, or other similar labor disturbances, or other specific events that are beyond the control of CONSULTANT and which CONSULTANT could not have reasonably foreseen or guarded against.

8.2 **DELAYS CAUSED BY SCTA**: If CONSULTANT's performance of work hereunder is delayed by events caused solely by the action or inaction of SCTA, such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 8.3.

8.3 EXTENSIONS OF TIME: Extensions of time, when granted by SCTA, shall be based upon the effect of delays on the performance of work hereunder and shall extend the time for CONSULTANT's performance of this Agreement by a number of days equal to the number of days CONSULTANT has been delayed.

9. EXTRA OR CHANGED WORK: Extra or changed work may be authorized in writing by SCTA's Executive Director, subject to the following limitation: the cost of work authorized by the Executive Director shall not exceed _____ per task and shall not exceed an overall cap for the term of the contract of _____. CONSULTANT acknowledges and agrees that, except as otherwise expressly provided herein, only the Board of Directors of SCTA may authorize extra or changed work hereunder and SCTA staff are without authorization to order extra or changed work or to waive Agreement requirements. Failure of CONSULTANT to secure written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization.

10. REPRESENTATIONS AND WARRANTIES OF CONSULTANT:

10.1 STANDARD OF CARE: SCTA has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT's work by SCTA shall not operate as a waiver or release. CONSULTANT further represents that all products of whatsoever nature which CONSULTANT delivers to SCTA pursuant to this Agreement will be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession.

10.2 FAMILIARITY WITH WORK: CONSULTANT warrants that it has thoroughly investigated and considered the work to be performed hereunder and how it should be performed, and fully understands the difficulties and restrictions attending the performance of such work.

10.3 STATUS OF CONSULTANT : The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to paragraph 4, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under laws, ordinances, rules, or regulations applicable to employees. This paragraph does not in any way infringe upon or limit CONSULTANT's recourse, if any, otherwise available under California law.

10.4 TAXES: CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold SCTA harmless from any liability which SCTA may incur to the

United States or to the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations. In case SCTA is audited for compliance regarding any withholding or other applicable taxes, CONSULTANT agrees to furnish SCTA with proof of payment of taxes on these earnings.

10.5 COST DISCLOSURE: In accordance with Government Code section 7550, CONSULTANT agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the Project.

10.6 RECORDS MAINTENANCE: CONSULTANT and any of its subconsultants and subcontractors shall maintain full and complete documentation and accounting records pertaining to the performance of this Agreement. All accounting records and other supporting papers of CONSULTANT and its subconsultants and subcontractors shall be held open to inspection and audit at any reasonable time by SCTA or its duly authorized representative, for the purposes of making audits, examinations, excerpts, and transcriptions. Copies thereof shall be furnished by CONSULTANT and its subconsultants and subcontractors upon receipt of any request by SCTA.

10.7 CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be knowingly employed. In addition, if requested to do so by SCTA, CONSULTANT shall complete and file and shall require any other person doing work hereunder to complete and file a "Statement of Economic Interest" with SCTA disclosing CONSULTANT's or such other person's financial interests.

10.8 NONDISCRIMINATION: CONSULTANT shall comply, and shall require its subconsultants and subcontractors to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11. DEMAND FOR ASSURANCE: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

12. ASSIGNMENT AND DELEGATION: Except as otherwise provided herein, neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such

transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills, and payments shall be made in writing and may be given by personal delivery, facsimile, overnight or one-day delivery service, or by mail. Payments sent by mail shall be addressed as follows:

TO SCTA: Janet Spilman
Sonoma County Transportation Authority
520 Mendocino Avenue, Suite 240
Santa Rosa, California 94501
Fax: (707) 565-5370

TO CONSULTANT: _____

and when so addressed, shall be deemed given upon personal delivery, facsimile proof, or deposit into the possession of said delivery service or the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph 13.

14. CONFIDENTIAL INFORMATION: All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and shall not be disclosed by CONSULTANT to any person except as authorized by SCTA, or as required by law.

15. OWNERSHIP OF WORK PRODUCT: All reports, original drawings, graphics, design computations, plans, specifications, studies, copies of correspondence, maps and other data or documents, in whatever form or format, assembled or prepared by CONSULTANT or CONSULTANT's subconsultants, subcontractors and/or other agents in connection with this Agreement shall be the property of SCTA. CONSULTANT shall deliver such materials to SCTA upon either the expiration or termination of this Agreement in such form or format as SCTA deems appropriate, unless directed otherwise by SCTA. Such materials shall be and will remain the property of SCTA without restriction or limitation. CONSULTANT shall not be liable for claims, liabilities, or losses arising out of, or connected with, any use by SCTA of such materials on other projects, excepting only such use as may be authorized in writing by CONSULTANT.

16. MISCELLANEOUS PROVISIONS:

16.1 NO WAIVER OF BREACH: The waiver by any affected party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

16.2 CONSTRUCTION: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. CONSULTANT and SCTA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. CONSULTANT and SCTA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

16.3 CONSENT: Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

16.4 NO THIRD PARTY BENEFICIARIES: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

16.5 APPLICABLE LAW AND FORUM: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

16.6 CAPTIONS: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

16.7 MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

16.8 TIME OF ESSENCE: Time is and shall be of the essence of this Agreement and every provision hereof.

16.9 NUMBER AND GENDER: Wherever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

16.10 DAY AND BUSINESS DAY: Wherever used herein, the term "day" shall mean any calendar day, and the term "business day" shall mean any calendar day on which the offices of SCTA are open for regular business.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

CONSULTANT

Dated _____

By _____

**SONOMA COUNTY
TRANSPORTATION AUTHORITY**

Dated: _____

By _____

**CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE BY SCTA:**

Dated: _____

By _____

APPROVED AS TO FORM:

Dated: _____

By _____