



REQUEST FOR PROPOSALS

SCTA Comprehensive Transportation Plan Environmental Reporting

**SONOMA COUNTY
TRANSPORTATION AUTHORITY
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401
(707) 565-5373**



April 23, 2008

NOTICE OF REQUEST FOR PROPOSALS

SCTA COMPREHENSIVE TRANSPORTATION PLAN
Environmental Impact Report

The Sonoma County Transportation Authority invites proposals from qualified consultants to plan, facilitate and support Public Outreach for the *SCTA Comprehensive Transportation Plan*

Proposals must be submitted at or before 3:00 p.m. on May 20, 2008.

Six (6) complete copies of the proposal should be delivered in person or by mail to the following address:

Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

Attention: Janet Spilman

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 a request to ndonofri@sctainfo.org, call, or find online at www.sctainfo.org.

A pre-submittal meeting will be held at the SCTA if necessary.

See Section 4 – Schedule for important dates.

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

Sincerely,

Janet Spilman
Deputy Director of Planning and Public Outreach

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SECTION 1: OVERVIEW

A. INTRODUCTION

The Sonoma County Transportation Authority (SCTA) requests proposals from qualified firms for professional services to prepare an Environmental Impact Report (EIR) for the SCTA in accordance with the California Environmental Quality Act (CEQA). The EIR will evaluate potential impacts of the proposed Comprehensive Transportation Plan (CTP).

The CTP planning process is currently underway and expected to be in draft by July 2008.

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 the preparation of EIRs for planning documents. Experience with and knowledge of the current discussion surrounding green house gas emission reduction in the context of transportation planning and environmental review is extremely important. This would include, but is not limited to current legislation (especially AB 32), and opinions of the Attorney General, California Air Resources Board, and Environmental Protection Agency.

This Request for Proposals (RFP) describes the elements requested for inclusion in the proposal. Information is provided about processes to be used, expected contract deliverables, and information that is expected in the proposals. See Section 4 – Schedule for important dates.

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 & PROJECT DESCRIPTION

The SCTA is in the process of updating the 2004 Comprehensive Transportation Plan (CTP) for Sonoma County. The purpose of the CTP is primarily to update past transportation planning efforts in order to prioritize transportation needs and address transportation related issues throughout Sonoma County for the next 25 years.

The importance of maintaining an updated planning document is two-fold. First, the Metropolitan Transportation Commission (MTC) requires local transportation authorities such as the SCTA to establish transportation plans that can feed into the larger Regional Transportation Plan (RTP). The RTP is a federally required, 25-year planning document that is being updated now, with approval anticipated for early 2009.

Second, the SCTA is responsible for programming numerous state and federal funding sources to transportation projects. In order to meet this requirement, the SCTA needs a policy and planning document to help guide the programming process. If the SCTA does not meet these two requirements it is at risk of losing critical transportation dollars.

The SCTA, with consultants, will describe the existing transportation system, model 6 potential scenarios including a no build option, facilitate public outreach, develop goals and policies, produce strategies for investment and discuss revenue options. Included in the CTP will be two lists of projects: one financially constrained and one that is not financially constrained, that will include projects and programs that are important to the SCTA, but that have no currently identified source of funding.

C. ELIGIBILITY REQUIREMENTS

This RFP is open to any firm that provides consulting services that comply 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 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 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 *SCTA Comprehensive Transportation Plan*.
4. SCTA requires that the the professional who is specified in the proposal as project manager 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.
5. SCTA requires that the professional(s) identified in the proposal as working on this project meet consultant team qualifications as specified in Section 3.A.

D. PROPOSAL REQUIREMENTS

See Section 4 – Schedule for important dates. Please provide one unbound proposal, plus five copies, to the SCTA. The proposal should not exceed 20 written pages (excluding cover letter, proposal cover, table of contents and supplemental information, such as firm brochures and resumes). Printing is to be on 8-1/2" X 11" pages, using a minimum font size of 10.

Proposals shall be organized using the following format:

1. Cover Letter: Identify the prime consultant and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 90 days.
2. Project Understanding and Approach: Describe the understanding of the need for the developing the EIR. Demonstrate understanding of current legislation, and activities by other planning agencies. Also demonstrate specific knowledge of the analysis of green house gas emissions in the context of transportation planning and environmental review.
3. Study Team: Describe the team organization, including the qualifications of the prime consultant and any subconsultants included on the team. Please provide evidence of experience in each of the areas identified in this proposal. Provide references with emphasis on those relating to the preparation of an EIR for a planning documents
4. Key Staff: Identify all key team members, including relevant experience. Include a statement that key team members will not be removed or reassigned without prior approval of SCTA.
5. Work Plan: Provide a proposed work plan for preparation and presentation of the EIR.
6. Project Schedule: Please identify project phasing schedules, major project milestones and key dates in the project schedule.
7. Project Budget: Please provide a project budget, showing the budget for each task. Include the level of effort for each staff person and billing rates for each person. Identify overhead rates and all other applicable charges to program. Fixed costs will be separately identified and tallied.

8. References: Provide at least three references (names and *current* phone numbers) from recent relevant work (previous three years) for key project staff members designated for the project. Include a brief description of the projects associated with the reference, and the role of the respective team member.
9. Professional Services Contract: Please indicate your willingness to accept the terms and conditions in the SCTA contract (see Exhibit D), or list those to which you take exception, and as appropriate, provide proposed alternate wording. It is not SCTA's intention to make substantial changes to the standard SCTA Contract.

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 upon applicable laws. An assertion by the proposer that the entire proposal is exempt from disclosure will not be honored.

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. If proposers wish to propose alternative approaches to meeting the SCTA's technical or contractual requirements, these should be thoroughly explained, referencing the relevant section(s) of the RFP.

SECTION 2: INSTRUCTIONS TO PROPOSERS

A. EXAMINATION OF PROPOSAL DOCUMENTS

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

B. ADDENDA

Any SCTA 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. SCTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of verbal instructions.

C. CLARIFICATIONS

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

- a. A pre-submittal meeting will be held to discuss the project. See Section 4 – Schedule for time and date. The intent of the pre-submittal meeting is to provide an overview of the SCTA's needs and expectations and to provide an opportunity to answer questions of applicants.
 - b. All questions must be put in writing and must be received by the Authority at or before the pre-submittal meeting. Thereafter the Authority will enforce a Blackout period, see attached Blackout Notice Exhibit B.
 - c. 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:
 - U.S. Mail: Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401.
 - Personal Courier: Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401
 - Facsimile: The Authority's fax number is (707) 565-5370.
 - 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 three days past the pre-submittal meeting.

D. SUBMITTAL PROCEDURE

The proposal shall be submitted in accordance with the following requirements:

- 1) The proposal shall be transmitted with a cover letter as described above.
- 2) The proposal shall be addressed to:

Sonoma County Transportation Authority
490 Mendocino Avenue, #206
Santa Rosa, CA 95401
Attention: Janet Spilman
- 3) The proposal must be received at the above address no later than 3:00 p.m. on the submittal date. See Section 4 – Schedule. Late proposals will not be accepted.

E. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by the proposer in:

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

SCTA shall not, in any event, be liable for any pre-contractual expenses incurred by proposer in the preparation of a proposal. Proposer shall not include any such expenses as part of the 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. SCTA 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 that 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 Smith. This information will need to be provided before the SCTA can approve any contract.

SECTION 3: PROPOSAL EVALUATION AND AWARD

A. CONSULTANT TEAM QUALIFICATIONS

The proposal must demonstrate the consultant teams' qualifications as follows:

- 1) The administrative capacity to manage public funds and to meet all reporting and auditing requirements associated with SCTA.
- 2) Ability to conduct technical analyses as required by the California Environmental Quality Act (CEQA).
- 3) Experience producing, noticing and filing programmatic EIRs.
- 4) Experience with and knowledge of the current discussion surrounding green house gas emission reduction in the context of transportation planning and environmental review. This would include, but is not limited to current legislation (especially AB 32), and opinions of the Attorney General, California Air Resources Board, and Environmental Protection Agency.
- 5) The ability to coordinate and communicate effectively with SCTA, other consultant teams involved in the CTP and stakeholder agencies.

B. SUBMITTAL EVALUATION AND AWARD

The Evaluation Committee will evaluate submittals and develop a ranking of the most qualified consultants.

The firms/teams *may* be invited to an interview. See Section 4 – Schedule for important dates. The Project Manager and key team members are expected to attend the interview.

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 proposers will be requested to make a formal presentation. The Evaluation Committee will recommend one consultant from those interviewed.

SCTA may, or may not, also negotiate contract terms with selected proposers 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 SCTA. Proposals submitted, therefore, should contain the proposers' most favorable terms and conditions, because the selection and award *may* be made without further discussion with any proposer. SCTA will submit the proposal considered to be the most advantageous to the SCTA Board of Directors, for consideration and selection.

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. All responses to this RFP become the property of SCTA upon submission.

C. NOTIFICATION OF AWARD

Proposers that submit a proposal in response to this RFP shall be notified by email regarding the firm that was awarded the contract. Such notification will be made no later than at the time a recommendation is published and released as a public document. Any protest challenging the award must be filed within 5 days of the issuance of the Notification to Award.

SECTION 4: SCHEDULE

The following is a tentative schedule for the proposal submittal.

Pre-submittal meeting	May 8, 2008
Proposals Due:	May 20, 2008
Interviews (if necessary)	week of June 2, 2008
Contract award:	June 10, 2008 pending SCTA Approval

LIST OF ATTACHMENTS

- Exhibit A Scope of Work
- Exhibit B Blackout Notice
- Exhibit C Insurance Questionnaire
- Exhibit D Standard Agreement for Consultant Services

EXHIBIT A: SCOPE OF WORK

Tasks

1. Prepare and issue Notice of Preparation (NOP) on behalf of SCTA
2. Conduct technical analyses as required by the California Environmental Quality Act (CEQA).
3. Prepare Administrative Draft Program EIR
4. Prepare Draft EIR
5. Attend 3 public meetings/hearings
6. Prepare Final Program EIR
7. Confirm technical requirements for CEQA, ensure all documentation for CEQA is completed and filed, and prepared as needed:
 - a. Findings/Statements of Overriding Considerations
 - b. Mitigation Monitoring Plan
 - c. Notices of Determination, Completion and Availability
 - d. Administrative record package with Environmental Impact Reports, noticing, etc.

Products:

One copy ready paper copy and one electronic (CD-ROM) copy each of:

1. Administrative Draft Supplemental EIR
2. Draft Supplemental EIR
3. Final Supplemental EIR
4. All documentation required by CEQA:
 - a. Findings/ Statements of Overriding Considerations
 - b. Mitigation Monitoring Plan
 - c. Notices of Determination, Completion and Availability
5. Administrative record package with the Environmental Impact Reports, noticing etc.

EXHIBIT B
Blackout Notice

Following the Pre-Submittal Meeting the Executive Director hereby directs all personnel associated with the Sonoma County Transportation Authority (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."

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

**EXHIBIT C
INSURANCE QUESTIONNAIRE**

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 responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant hereunder, whether or not there is concurrent negligence on County's part, but, to the extent required by law, excluding liability due to County's conduct. 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 benefits 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
490 Mendocino Avenue, Suite 206
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. LIQUIDATED DAMAGES: CONSULTANT and SCTA agree that SCTA's actual damages, in the event that CONSULTANT does not submit in a timely fashion any deliverable called for by this Agreement that is designated in Exhibit A as subject to liquidated damages, would be extremely difficult or impracticable to determine. Therefore, the parties agree that the sum of one hundred dollars (\$100.00) per day shall be deducted from CONSULTANT's compensation as liquidated damages for each business day or portion thereof that any of the deliverables designated as subject to liquidated damages in Exhibit A is delayed beyond the time of delivery provided for in this Agreement, not including any day for which CONSULTANT has been granted an extension of time pursuant to paragraph 8. CONSULTANT and SCTA acknowledge and agree that the sum per day specified above is a reasonable estimate of the damages that SCTA will suffer in the event of such delay. CONSULTANT and SCTA agree that SCTA may deduct any liquidated damages due SCTA from the amounts otherwise due CONSULTANT. The amount of liquidated damages provided in this paragraph is not intended to include any damages incurred by SCTA for reasons other than delay in the timely submission of deliverables called for by this Agreement. SCTA shall be entitled to claim against and recover or deduct from such sums otherwise due CONSULTANT its actual damages arising out of such other reasons.

15. 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.

16. 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.

17. MISCELLANEOUS PROVISIONS:

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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.

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

17.9 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.

17.10 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.

Dated _____ By _____
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