

REQUEST FOR PROPOSALS (RFP)

For the Countywide Pavement Management System Annual Update

Release Date: May 1, 2023

Deadline for Submission: June 2, 2023
By 3:00 p.m. PST

Contact person:
Melissa Cummins, Executive Director
Siskiyou County Local Transportation Commission
Phone: 530-842-8017
Email: mcummins@co.siskiyou.ca.us

By:

**Siskiyou County Local Transportation Commission
190 Greenhorn Road
Yreka, CA 96097**

REQUEST FOR PROPOSALS

For The Countywide Pavement Management System - Annual Update

RELEASE DATE: May 1, 2023

CLOSING DATE: June 2, 2023, by 3:00 p.m. PST

CONTACT PERSON: Melissa Cummins, Interim Executive Director
Siskiyou County Local Transportation Commission
190 Greenhorn Road
Yreka, CA 96097
530-842-8017
mcummins@co.siskiyou.ca.us
Website: www.co.siskiyou.ca.us

Agency Background

The Siskiyou County Local Transportation Commission (SCLTC) is the Regional Transportation Planning Agency (RTPA) for Siskiyou County. The member agencies include Caltrans, the County of Siskiyou and the cities of Dorris, Dunsmuir, Etna, Ft. Jones, Montague, Mt. Shasta, Tulelake, Weed and Yreka. The SCLTC receives recommendations from the Technical Advisory Committee (TAC). Representatives from each member agency serve on this committee.

Project Background

The SCLTC previously implemented a Pavement Management System (PMS) for the County of Siskiyou, SCLTC and its nine incorporated cities. SCLTC purchased a *StreetSaver* licenses for each individual agency and one for SCLTC that encompasses all member agencies' data. During the summer of 2015 a full pavement analysis of all paved roads within in Siskiyou County was completed using GIS data and pavement condition field surveys were compiled and entered into the StreetSaver program.

The pavement analysis provides critical information to the Commission and other applicable agencies on the overall state of the paved roads within Siskiyou County. Over the last year the road conditions have deteriorated or have received treatments. The intent of this project is to reassess a percentage of the current paved road conditions and update the existing data within the StreetSaver program.

Scope of Work

The SCLTC is requesting proposals from qualified and interested firms for professional services to annually assist with gathering updated pavement data on 25% of the region's paved roads and updating information within the StreetSaver program for a term of three years (July 2023 – June 2026).

Task 1: Kickoff Meeting

The consultant shall conduct a kick-off meeting with project stakeholders. Items to discuss will include the schedule of work and addressing questions or concerns from the Steering Committee.

Task 1 Products:

- Schedule of meetings, project milestones and required information or assistance.
- Technical memorandum summarizing the results of the meeting.

Task 2: Conduct Pavement Condition Field Surveys

The consultant shall conduct field surveys on 25% of the paved roads within various jurisdictions from the roadway centerline to the edge of the existing pavement and update information within the StreetSaver program. The survey information to be collected shall at a minimum include street geometric, surface condition, surface distress, road quality, and Pavement Condition Index (PCI). Street pavement distresses to be inspected will include but are not limited to: Alligator cracking, bleeding, block cracking, bumps and sags, corrugation depression edge cracking, joint reflection cracking, lane/shoulder drop off, longitudinal and transverse cracking, patching and utility cuts, polished aggregate, potholes, railroad crossing, rutting, weathering and raveling.

Task 2 Products:

- Inventory and condition information for 25% of the paved roadways within in the county.
- Photographs of each existing condition.

Task 3: Data Entry

The consultant shall update field data and perform PCI calculations utilizing the most current version of StreetSaver (online version). This task will include updating maintenance and rehabilitation history.

Task 3 Products:

- All data collected shall be submitted in an Excel spreadsheet for local agency staff review prior to entering the data into the StreetSaver program.

Task 4: Strategies

Upon completion of the data collection activities, the Consultant shall review maintenance and rehabilitation strategies with local representatives. This should include the recommendations and selection of appropriate treatments and costs.

Task 4 Products:

- Rehabilitation and maintenance strategies.

Task 5: Annual Report

The annual report shall include an executive summary, inventory reports from the entire StreetSaver database, a summary of PCI by agency and by region, maintenance and rehabilitation history reports, maintenance and rehabilitation decision and budgetary needs.

Task 5 Products:

- Draft and Final Report.

Provided Information and Support

The SCLTC, County and the Cities will provide the consultant with information on maintenance and/or treatments completed since December 2020 and each calendar year thereafter through the completion of the contract. Each agency will issue a no fee encroachment permit for work within their jurisdiction. Each agency will ensure sufficient computer hardware is available for updating and operating the PMS system.

A Steering Committee consisting of members of the TAC and the Executive Director of the Siskiyou County Local Transportation Commission will oversee the project and assist the consultant in obtaining information and coordination with member agencies.

Proposal Content and Organization

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses to meet the stated requirements and which propose the best methods to accomplish the work.

The organization of the proposal should follow the outline below. Each proposal should consist of a technical proposal (items 1-9 below) and a cost proposal (item 10).

- **Important--Please submit your RFP responses with tabs or sections corresponding to the numbered and lettered items below. Use of tabs corresponding to the outline will assist the review team to evaluate your firm's proposal.**

1) Cover Letter

The cover letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter needs to be prepared to accompany all copies of the technical and cost of proposal.

2) Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3) Introduction

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of the SCLTC, and an awareness of issues specific to the project.

4) Project Approach

This should include:

- a) A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.) and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services.
- b) A brief description of the firm's experience with similar projects.

5) Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the required proposed services are completed timely and that the quality of the products will meet SCLTC's requirements.

6) Consultant Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume of each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

7) Relevant Experience

- a) Your current and past experience as it relates to the scope of this RFP.
- b) A minimum of three related business references, including names, addresses and phone numbers plus a description of the type of work you performed for them.
- c) References of other Municipalities/Organizations that your firm has prepared or assisted in preparation of a Pavement Management System.
- d) Municipal government experience. Preference will be given to respondents who have developed plans for other municipalities.

8) Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task within each fiscal year.

The minimum deliverables for this project include:

- a) Pavement Field Survey
- b) Update StreetSaver Data
- c) Maintenance and rehabilitation strategies
- d) Reports

The schedule shall indicate a deadline for delivery of the annual report to the Commission at their December meeting each year during the contract. The final invoicing for all services performed must be submitted by June 30th for the preceding fiscal year.

9) Evaluation of Proposed Professional Services Contract (Appendix B)

- a) Please review and evaluate proposer’s ability to enter into the Professional Services Agreement (attached Appendix B.)
- b) Provide any and all comments relating to proposed agreement to facilitate ease of completion of contract once the firm is selected.

10) Cost Proposal (Must be in a Sealed Envelope)

The cost proposal shall describe both the hourly rate for principal(s) and employees to be assigned to this contract and a summary of any other related costs that are to be billed directly and a total “not-to-exceed” amount per fiscal year* for this proposal.

(*7/1/2023~06/30/2024, 7/1/2024~06/30/2025, 07/01/2025~06/30/2026)

Proposals shall include all costs associated with

- Travel expenses to/from work sites must be clearly identified.
- Provide costs on a per unit basis. Costs are to be broken up by rural and urban streets in order to determine value of GPR to each member agency.
- All costs are to include consultant providing all necessary traffic control to ensure safety during the execution of the work.
- Present summary of work to Steering Committee.

11) Number of Copies

All proposals and copies shall be 8 ½” by 11”, double-sided and shall be bound. A USB drive containing an electronic copy is required.

The RFP respondent shall submit four (4) bound copies of the RFP response with all of the information requested. Proposals shall be submitted in a sealed envelope clearly labeled “SCLTC Pavement Management System Annual Update”.

All proposals shall be received no later than 3:00 p.m., June 2, 2023 at the Siskiyou County Local Transportation Commission office located at 190 Greenhorn Road, Yreka, California 96097. Late proposals shall not be accepted. **Postmarks will not be accepted.**

All proposals, whether selected or rejected, shall become the property of the Siskiyou County Local Transportation Commission.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Proposal must have at least a 60-day price guarantee period.

Questions Concerning Proposal Requirements

All questions and/or inquiries regarding the RFP shall be submitted in writing and directed to:

	Melissa Cummins, Interim Executive Director
	Siskiyou County Local Transportation Commission
	190 Greenhorn Road
	Yreka, CA 96097
Phone:	(530) 842-8017
Fax:	(530) 841-2800
Email:	mcummins@co.siskiyou.ca.us

EVALUATION AND SELECTION PROCESS

All applicants will be evaluated and rated based on the following criteria:

- ✓ Consultants’ capability and history in providing Pavement Management Systems for other public agencies similar in size, population, need and experience with StreetSaver **(15 Points)**.
- ✓ Demonstrated understanding of the scope of work in the RFP **(10 Points)**.
- ✓ The Consultant shall have, at minimum, the technical competence to perform the work specific in this Request for Proposal. **(15 Points)**.
- ✓ Past record of performance as determined from all available information, including direct communication by the SCLTC with Consultant’s former clients. Factors to be considered include, but may not be limited to: experience and familiarity with similar types of projects, cost control, work quality and completion of work on schedule **(40 Points)**.

- ✓ Consultant’s demonstrated capability under current workload to perform the work within the project schedule and subsequent revision. Factors to be considered include, but may not be limited to: work methodology, management methodology, activity coordination methodology and consideration of areas not addressed, but deemed essential to the effective conduct of the project **(20 Points)**.

The selection of a consultant for the project will be as follows:

- ✓ All proposals will be evaluated by the Steering Committee which will consist of the SCLTC Executive Director and appointed members of the TAC.
- ✓ Proposals that rate high enough will be invited to participate in a finalist interview (if needed) to answer additional questions raised by the panel if needed.
- ✓ The selected consultant will be recommended to the Siskiyou County Local Transportation Commission and the TAC for approval and award of a professional services contract.

Project Schedule

The following timetable is anticipated:

May 1, 2023	Request for Proposals is released.
June 2, 2023	Proposals due by 3:00 pm.
June 16, 2023	Top firms identified by Steering Committee
Week of June 19, 2023	Interviews of Selected Responders (if needed)
Wee of July 3, 2023	Finalization of Contract
July 11, 2023	Presentation of Contract to SCLTC for Approval

Notice to Candidates

A. Limitations

This Request for Proposals does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the sole obligation of the consultant. All proposals, whether accepted or rejected, shall become the property of the SCLTC.

The SCLTC reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the SCLTC, County or Cities pending negotiation of the scope of work and compensation.

All completed work including draft reports, related documents, ancillary reports and the final report, whether in written, video or electronic formats, becomes the property of the SCLTC, The State of California, Caltrans, Siskiyou County and the nine incorporated Cities at the end of the project and will be turned over to the SCLTC, Caltrans, Siskiyou County and Cities.

The consultant shall certify that no official or employee of the SCLTC, County, Cities or any business entity, in which an official of the SCLTC, County and Cities has an interest, has been employed or retained to solicit or aid in the procuring of the Agreement for the Countywide

Pavement Management System. No such person shall be employed in the performance of the Agreement.

B. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of SCLTC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

C. Precontractual Expense

Precontractual expenses are defined as expenses incurred by proposers and selected contractor in:

- 1) Preparing proposals in response to this RFP.
- 2) Submitting proposals to SCLTC.
- 3) Negotiations with SCLTC on any matter related to proposals.
- 4) Other expenses incurred by a contractor or proposer prior to the date of award of agreement.

In any event, SCLTC shall not be liable for any Precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. SCLTC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

D. Term

The term of the contract is estimated to begin July 1, 2023 (award date) to completion of the project (estimated on or before June 30, 2026) or in the event of the reduction State Funding. Project shall be completed, and all invoices submitted to the SCLTC prior to the June 30, 2026 as agreed upon by proposer and the Project Manager.

E. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30th, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by SCLTC to continue services for which the agreement was intended.

F. Insurance

The consultant selected to perform the work shall be considered an independent contractor and shall provide the insurance and indemnification set forth in the *Professional Services Contract* (Attachment A).

The SCLTC, County and Cities assume no responsibility for “late proposals” and it is the sole responsibility of the consultant to ensure that the proposal is received at the Siskiyou County Local Transportation Commission office prior to the June 2, 2023 by 3:00 pm deadline. No faxes or emails will be accepted.

Appendix “A”

Siskiyou County Centerline Mileage

City of Dorris	9.00
City of Dunsmuir	15.60
City of Etna	9.00
City of Ft. Jones	4.50
City of Montague	13.80
City of Mt. Shasta	41.83
City of Tulelake	6.60
City of Weed	23.00
City of Yreka	48.19
County of Siskiyou	863.00
Total Maintained Mileage:	1,034.52

Appendix “B”

Proposed Professional Services Contract

**SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION
CONTRACT FOR SERVICES**

This Contract is entered into on the date signed by all parties to it.

COMMISSION: Siskiyou County Local Transportation Commission (SCLTC)
190 Greenhorn Road
Yreka, CA 96097
(530) 842-8220

and

CONTRACTOR: [NAME OF CONTRACTOR]
[ADDRESS]
[PHONE NUMBER]
[FAX NUMBER]

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective July 1, 2023, and shall terminate on June 30, 2026, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of SCLTC. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between SCLTC and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the SCLTC stating the dollar value of the services, the

method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with SCLTC and the results of the work shall be monitored by the Executive Director or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. SCLTC shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. SCLTC may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, SCLTC agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A", the not to exceed amount of [spell out amount of dollars here] Dollars and No/100 cents (\$.00) for the term of the Contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: SCLTC shall pay within 30 days of receipt of invoices from the Contractor to the SCLTC, and approval and acceptance of the work by the SCLTC.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for SCLTC, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. SCLTC shall not be responsible for any expense incurred by Contractor in performing services for SCLTC.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the **Name of Department Head** (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from SCLTC.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold SCLTC harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the SCLTC as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by SCLTC of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.06** General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the SCLTC, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by SCLTC or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to SCLTC. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to SCLTC . The SCLTC will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to SCLTC.
- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the SCLTC prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to SCLTC prior to the effective date of such cancellation. **Naming the SCLTC as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of SCLTC, contractor shall file certificates of insurance with SCLTC showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to SCLTC.**
- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the SCLTC, Contractor shall indemnify, defend, and hold harmless SCLTC for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees,

agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SCLTC. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any SCLTC group plan for hospital, surgical or medical insurance, or for membership in any SCLTC retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a SCLTC employee.

- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the SCLTC, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not SCLTC's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. SCLTC will not withhold FICA (Social Security) from Contractor's payments;
 - b. SCLTC will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. SCLTC will not withhold state or federal income tax from payment to Contractor;
 - d. SCLTC will not make disability insurance contributions on behalf of Contractor.
 - e. SCLTC will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of SCLTC, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects

by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of SCLTC is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the SCLTC, and Contractor hereby agrees to deliver the same to the SCLTC upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the SCLTC and are not necessarily suitable for any future or other use.

- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the SCLTC for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the SCLTC.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the SCLTC.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and SCLTC is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by SCLTC shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of SCLTC.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify SCLTC in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF SCLTC

- 6.01** Cooperation of SCLTC: SCLTC agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by SCLTC for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, SCLTC, at SCLTC's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of SCLTC: SCLTC may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: SCLTC may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for SCLTC and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the SCLTC as

provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and SCLTC laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either SCLTC or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the SCLTC and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that SCLTC shall have the right to deduct from any payments contracted for under this Contract any amount owed to SCLTC by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If SCLTC exercises the right to reduce the consideration specified in this Contract, SCLTC shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, SCLTC and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CONTRACTOR: name of contractor

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

Siskiyou County Local
Transportation Commission

Nancy Ogren, Chair (Date)

ATTEST:

Executive Director (Date)

APPROVED AS TO LEGAL FORM:

John Kenny, Legal Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:
Fund **2506** Org **303030** Account **723000**

Diane Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Melissa Cummins, Risk Management (Date)