

REQUEST FOR PROPOSALS  
SISKIYOU COUNTY  
ACTIVE TRANSPORTATION PLAN



Issued on Wednesday, June 6, 2023

Proposals are due by 3:00 P.M.

On Wednesday, July 5, 2023

SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

190 Greenhorn Road

YREKA, CA 96097

530-842-8220

CONTACT: Joy Hall, Executive Director

[jdhall@co.siskiyou.ca.us](mailto:jdhall@co.siskiyou.ca.us)

# **I. PURPOSE**

## **Introduction**

Siskiyou County lies on the northern boundary of California, bordered by Oregon to the north, Del Norte and Humboldt Counties to the west, Trinity, and Shasta Counties to the south and Modoc County to the east. The economic base of the County is a combination of agriculture, forest products, and recreation.

The Siskiyou County Local Transportation Commission is seeking qualified consultants to provide planning services for the development of a Siskiyou Countywide Active Transportation Plan. Creating a comprehensive, regional active transportation plan for the County of Siskiyou that reflects the county's values and priorities will provide guidance for developing prioritized project lists and an understanding of issues in the region. The County of Siskiyou currently does not have an adopted Plan to help identify, establish, and prioritize improvements, programs, and policies which support active transportation goals. The 2021 Regional Transportation Plan for the region does include a list of Bicycle/Pedestrian Improvement Projects, however, it is not a comprehensive plan. The County needs to develop a regional active transportation plan, allowing all the communities of the county to participate in establishing the plan, to identify needs and work towards a future of increased active transportation. The County anticipates that an adopted and implemented Active Transportation Plan will increase active transportation users for both residents and visitors alike.

The Siskiyou Regional Active Transportation Plan will include an inventory of existing infrastructure, a prioritized list of implementation projects focused on connectivity within the region, a list of needed non-infrastructure elements to encourage and educate residents to safely utilize active transportation and will further identify a priority list of "Quick Build" projects that provide safe, low-cost transportation alternatives in a short period. The consultant chosen because of this RFP will also seek to establish county-wide partnerships to carry out comprehensive public outreach and are expected to involve and coordinate with a wide range of diverse stakeholders. The chosen consultant, in coordination with the Siskiyou Outdoor Recreation Alliance, will conduct community outreach to each of the incorporated communities in the region (Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed and Yreka), the unincorporated areas of Siskiyou County, the County of Siskiyou, Siskiyou Transit and General Express (STAGE) (County's public transit service provider), Caltrans District 2, Karuk Tribal Council, Quartz Valley Tribal Council, Siskiyou County Office of Education, United States Forest Service, California Department of Fish and Game, U.S. Department of Interior, Bureau of Reclamation, Bureau of Land Management, veterans, Dignity Health, Fairchild Hospital, community resource centers, disabled services, College of the Siskiyous, local law enforcement entities, and other stakeholders as deemed appropriate. In addition, a stakeholder list of private groups including local business interest and community groups such as bicycle groups and parent-teacher groups will be developed, and community members will be

directly invited to outreach meetings and notified on plan milestones and other informational updates.

In the early stages of the Plan development, a Project Advisory Committee (PAC) will be established consisting of representatives from the above identified stakeholders to guide project development and provide local and planning expertise. The stakeholder distribution list will be used to inform agencies, tribal governments, organizations and community members about the ATP and the process of developing transportation projects.

### **General Requirements**

The selected consultant should be familiar with the California Department of Transportation (Caltrans) California Code of Regulations and the Caltrans Division of Local Assistance Manual and procedures. The consultant shall have expertise and prior experience in the development and management of community and stakeholder outreach plans and programs and be able to successfully execute the plan element and associated task deliverables.

The community outreach for this project will be led by the Siskiyou Outdoor Recreation Alliance (SORA). SORA has experience with local stakeholders and active transportation projects/programs in the County and has been assigned this task. Coordination between SORA and the consultant will be expected to provide a comprehensive outreach effort for the project.

The consultant team should reserve a budget line item to provide direct support for community organizations to maximize efforts to engage disadvantaged communities.

### **Background**

The Active Transportation Program (ATP) is the vehicle through which the continuing, comprehensive, and coordinated active transportation planning processes are funded and implemented in California. Siskiyou Countywide Active Transportation Plan will be used to outline projects and programs to be included in the overall statewide ATP program and bring much needed funding and improvements to the active transportation network in Siskiyou County.

## **II. SCOPE OF WORK**

The scope of work for the County's ATP consists of several components that will address the active transportation needs in the County. These components include:

- Project Administration
- Existing Conditions and Analysis
- Community Outreach Effort
- Plan Development and Implementation
- Final Plan

Together these components will ensure that the consultant will complete the required tasks to create a comprehensive regional Active Transportation Plan for Siskiyou County. Each component will include various tasks that guide the development of the ATP. A final plan for the ATP will not be complete until all the tasks that address each component are completed, especially tasks related to the outreach effort from the consultant.

Specific to the outreach effort, the following tools will be leveraged to comprise a comprehensive community outreach program, including:

- At least one community workshop in each of the incorporated communities in the region, individual stakeholder communication, and
- A project website and social media platform pages will be developed to give exposure to the Plan and development process, making it easier for the public and other agencies to gain access to the associated documents and give insight to the project progress and provide various methods of providing input and comments. The value of the campaign is to generate online discussion about active transportation in Siskiyou County.

Advertising for public workshops will be done through e-mail blasts to stakeholders, newspaper ads and posting a meeting flyer to the project website and in key locations around the region such as community resource centers, Tribal offices, grocery stores, libraries, on transit buses, and at schools, etc. Individual outreach to representatives from local agencies will ensure equal opportunity for local involvement. The website will also help with draft and final document distribution, and to advertise public meetings. This scope also entails a technical memo to document the public engagement performed.

## **Overview of Tasks**

There are five components included in the Scope of Work (SOW) which the chosen consultant will adhere to when developing the ATP. These components and the associated tasks are described below.

### **1. Project Administration**

#### **Task 1.1 Execute Contract**

Execute consultant contract.

#### **Task 1.2 Kick-Off Meeting**

Facilitate an internal kick-off meeting with key members of the Regional Committee. At this meeting the consultant will provide an overview of the project, establish communication protocol, clarify tasks, and finalize a project schedule.

#### **Task 1.3 Coordination Meetings**

Hold monthly coordination meetings with the project team (consultant and commission staff) and facilitate quarterly meetings with the Project Advisory Committee.

#### **Task 1.4 Invoicing and Reporting**

Prepare and submit timely invoices and reports to Caltrans.

### **2. Existing Conditions and Analysis**

#### **Task 2.1 Existing Conditions**

Gather existing condition information that includes current mode share, description of land use and destinations, existing bicycle parking, existing wayfinding, and existing non-infrastructure programs.

#### **Task 2.2 Review Existing Reports/Maps/Studies**

Review all previous reports. Review any existing SRTS plans and programs, Bikeways Map, GIS base maps, CIP, and any other existing reports/maps.

#### **Task 2.3 Collision Data and Analysis**

Gather collision data for bicyclists and pedestrians both in absolute numbers and as a percentage of all collisions and injuries. Perform analysis and set a goal for collision, serious injury, and fatality reduction after implementation of the plan.

#### **Task 2.4 Equity Data and Analysis**

Identify census tracts that are disadvantaged or low-income and identify the bicycle and pedestrian needs.

### **3. Outreach Effort Task**

#### **Task 3.1: Technical Advisory Committee Meetings**

The selected consultant will form a Technical Advisory Committee (TAC) of identified stakeholders and industry experts to meet quarterly to guide the plan development.

#### **Task 3.2: Community Workshops**

The consultant, under the direction of SCLTC, will coordinate and facilitate a series of community workshops. The consultant will develop a flyer and other advertisement materials and a plan. The consultant will develop all workshop materials, such as maps, comment cards, sign-in sheets, PowerPoint presentation, and infographics. The consultant will moderate the community workshop activities and will be available to speak to members of the public after the presentation and activities. Workshops will include targeted outreach to invite individuals from the following groups:

- Local active transportation advocacy groups.
- Human Services agencies and other government agencies.
- Elderly and disabled advocacy groups.
- Low-income residents.
- Labor groups and community-based organizations.

The consultant will be required to host three community workshops in various parts of the region and varying times to gain community input on new trails and bikeways facilities. The initial workshop will present the objectives of the plan, the second will be to review the findings, and the third will be to present the draft plan. These workshops will include outreach to disabled stakeholders to understand their challenges and identify barriers that exist in each of the incorporated communities. Workshops will include childcare and an interpreter and formatted for visually and hearing-impaired participants.

The three required community workshops are to be organized and conducted by the Consultant and are to be in communities of Siskiyou County to introduce the ATP project, with interactive exercises to help the public prioritize projects to include in the ATP. These meetings will narrow down the most important topics and issues the communities feel are pertinent, prioritize the projects and provide any recommendations they may have. Social equity will be emphasized with input from the community. To ensure equitable access to the process, meetings must be held in the early evenings and Saturdays, with free childcare, language interpreters and refreshments. There will also be half-day walk-about within certain communities for a mapping exercise and to gain in-depth information regarding the current issues.

The second community workshop will present progress made since the first workshop. By this point, previous workshop effort has contributed to a more polished priority project list and a well-defined set of needs the community and stakeholders have identified. Large format exhibits of the projects identified or refined in the first public meeting are to be displayed at the second community workshop.

The final workshop and draft phase of the project will present the draft Active Transportation Plan to the community. These meetings are intended to give the community a chance to review the Plan and discuss it with project managers and other members of the public.

### **Task 3.3: Community Opinion Survey**

To facilitate participation, an online community opinion survey will be administered with questions that will gauge the community's thoughts on existing conditions, needs and desires. The digital survey must be distributed through a project website and social media platforms. A paper survey must also be distributed at community workshops, community activity/bike safety events, and through schools to reach community members without access to or

knowledge of social media and the project website. All printed and digital material will be available in English, Spanish, and formatted for visually and hearing-impaired participants.

#### **Task 3.4: Walk Audits**

The Consultant will perform half-day walk about audits within certain communities in the region for a mapping exercise and to gain in-depth information regarding the current issues.

#### **Task 3.5: Website and Social Media Page**

The Consultant will create a website and social media pages (Instagram and Facebook) for plan announcements and documents to be posted. This task also includes graphic design for these social media outlets.

#### **Task 3.6: Attend Community Events**

The chosen consultant firm is required to attend at least 8 current community events to gather public input. Events will include city council meetings, farmers markets, school events, neighborhood gatherings, etc. The Consultant must document their efforts in a community event memo with monthly project updates.

#### **Task 3.7: Coordination Meetings with School District**

The consultant will provide individual outreach to representatives of Siskiyou County's school districts. The consultant will reach out to these individuals for direct invitation to community meetings or for one-on-one interviews to identify current unmet active transportation needs and to develop strategies to meet these needs. The consultant will coordinate and facilitate meetings or interviews with Siskiyou County school staff members. The consultant will be required to create an agenda and meeting summaries for these meetings and/or interviews.

### **4. Plan Development and Implementation**

#### **Task 4.1 Inventory and Analysis**

Conduct a thorough assessment of the issues and needs in the Siskiyou Region. Examine key land uses such as schools, employment centers, parks, transit, etc. Summarize existing facilities. Analyze crash data, transit data, and census data.

#### **Task 4.2 Conduct Region-wide Fieldwork**

Review existing facilities to gain a better understanding of where facilities are needed to achieve connectivity within the region. Assess their neighborhood context and access to pertinent areas such as employment centers, social services, veteran services, medical services, schools, parks, etc. Surveying intersections, measuring candidate streets, locations with significant crashes, and locations brought to attention by TAC and public.

### **Task 4.3 Develop Principles, Goals, Policies and Actions**

Create Principals, Goals, Policies, and Actions and present them to the TAC for review and comment. This will also show how it ties to the County and community General Plans. Guidelines for new development will be established.

### **Task 4.4 Develop Regional Active Transportation Plan**

Utilizing all data collected, generate a set of recommendations for bicycle and walking improvements. Provide an active transportation system that provides connectivity within the region utilizing existing trails, ROW, etc. Plan bicycle parking program and bicycle amenities. Investigate ownership issues and identify ROW. All to include landscaping plan. Create Maps.

### **Task 4.5 Project Prioritization Methodology**

Develop a methodology for project prioritization and a proposed timeline for implementation.

### **Task 4.6 Identify Financial Needs**

Include the financial needs for future projects (planning level cost estimates will be prepared) and programs by listing anticipated cost, revenue sources and potential grant funding.

### **Task 4.7 Educational and Promotional Campaigns**

Improve safety through the implementation of educational programs and promotional events. Coordinate events at the school as SRTS educational programs as well as Smart Cycling skills clinics for adults, veterans, disabled, and senior citizens.

### **Task 4.8 Create an Implementation Strategy**

A description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and regional partners informed of the progress being made in implementing the plan. This strategy includes maintenance considerations.

## **5. Final Plan**

### **Task 5.1 Draft Plan**

Prepare a draft plan and receive comments.

### **Task 5.2 Final Plan**

Prepare a final plan.

### **Task 5.3 Resolution**

Present final plan to the county and city councils for resolution approval.

**Description of work to be performed by SCLTC**

The Siskiyou County Local Transportation Commission (SCLTC) staff will provide general project oversight and liaison between the Consultant, Caltrans, and other local and state agencies responsible for oversight, review, and approvals. The Consultant is responsible for liaison with community groups and other project stakeholders.

SCLTC staff will provide the selected Consultant with the following:

- Preliminary stakeholders contact list.

County staff will review Administrative Draft outreach documents prior to preparation for distribution to the public and will be responsible for publishing any legal notices, display ads, and circulating the document(s).

**III. DELIVERABLES AND TARGET DATES**

**The consultant selected will be required to submit:**

1. A project status report with each monthly billing.
2. An Administrative Draft of the Draft ATP in electronic format recognizable by MS Word.
3. An Administrative Draft of the Final ATP in electronic format recognizable by MS Word.

**Target Dates**

Proposal Due Date	July 5, 2023, by 3:00 P.M.
Award Contract	August 8, 2023
Kick-Off Meeting	Week of August 21, 2023
Begin Public Outreach	September 2023
Final ATP Submitted by Consultant	August 2024
Presentation of Final ATP to the SCLTC	August 2024
SCLTC Adopts Resolution Approving the ATP	September 2024

The final ATP must be completed and ready for adoption by the Transportation Commission no later than September 11, 2024. It is understood that agency comments and Commission direction could alter this timeline.

## IV. PROPOSAL CONTENT REQUIREMENTS

At a minimum, the following information should be included in the proposal.

1. A statement demonstrating understanding of the scope of work necessary to prepare and execute a comprehensive active transportation plan in conformance with state and federal laws.
2. A list of the personnel who would be working on the project team, including a summary of their qualifications and work experience.
3. A representative list of similar projects completed within the last five years.
4. Provide a list of at least three references of clients for which you have completed similar work. Include a description of the completed projects, the duration, and contact information.
5. A work plan and time schedule to complete the scope of work.
6. Consultant's current hourly rate schedule, listed by employee classification and unit charges for mileage, per diem and other miscellaneous charges or reimbursable expenses.
7. Any objections to the provisions of the personal services agreement.
8. Consultant must comply with Federal Title 49 CFR Part 29 (Debarment and Suspension; copy attached as Attachment B); and comply with Federal Title 49 CFR 20 (New Restrictions on Lobbying; copy attached as Attachment C), if the bid or offer exceeds \$100,000. Each shall be submitted with the proposal.
9. The submittal is NOT to include a cost proposal. Detailed scope and costs per task shall be negotiated after consultant selection. The budget for this project will not exceed **\$190,000.**

## V. PROPOSAL SUBMITTAL PROCESS

Proposals shall not exceed thirty (30) pages).

Please email one PDF to: Joy Hall, Executive Director

Email: [generalservices@co.siskiyou.ca.us](mailto:generalservices@co.siskiyou.ca.us)

Submittals must be received **before 3:00 PM on Wednesday, July 5, 2023.**

This is a firm deadline, and no proposal will be considered after this time.

All proposals become the property of the SCLTC and part of its official records. The cost of preparing and submitting a proposal, and participating in an interview (if conducted), are at the sole expense of the proposer. The SCLTC reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal as the interest of the SCLTC may require. Solicitation of proposals in no way obligates the SCLTC to contract with any firm or individual. The decision to approve and award a contract is at the discretion of the SCLTC.

## **Modification or Withdrawal of Proposal**

Any proposal received prior to the deadline may be withdrawn or modified by written request of the consultant. To be considered, the modification must be received in writing, with the same number of copies as the original proposal, prior to the deadline.

## **RFP Addendum**

Any changes to the RFP will be made by written addenda issued by the SCLTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation and be forwarded to prospective consultants. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal.

## **Verbal Agreement or Conversation**

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

## **Lobbying**

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining and Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **Disadvantaged Business Enterprise Firms**

It is the policy of Siskiyou County to provide full opportunity for all interested parties, including Disadvantaged Business Enterprise (DBE) firms to respond to, or participate in work outlined in this RFP. No specific DBE goals have been established for this community outreach element.

## **Protests**

Protests regarding any aspect of this RFP must be submitted in writing to:

SCLTC - C/O Joy Hall  
190 Greenhorn Road  
Yreka, CA 96097

The deadline to file a protest is August 4, 2023, at 5:00 P.M.

The protest filed with the SCLTC shall:

1. Include the name and address of the protester.
2. Contain a statement of the ground for protest and any supporting documentation.
3. Indicate the desired relief.

## **VI. PROPOSAL EVALUATION**

The Consultant which meets the requirements specified in this RFP and submits the proposal considered most advantageous to the SCLTC based on the evaluation criteria below will be selected.

Proposal evaluation will be based on the following:

- Understanding of the scope of work and project requirements.
- Familiarity with Siskiyou County transportation issues.
- Qualifications of staff for work to be performed.
- Experience with similar kinds of work.
- Familiarity with County, State and Federal transportation regulations.
- Financial responsibility

Following proposal evaluations, one or more consultants may be invited to interview with the consultant selection panel to explain their relevant experience, approach, and methodology. **The consultant selection panel will rank the interviewed firms. The consultant selection panel may choose to forgo the interview process and begin negotiations with the top-ranked consultant.**

Contract negotiations will be initiated with the top-ranked consultant. In the event an agreement cannot be successfully negotiated with the top-ranked consultant, the second-ranked consultant will be invited to enter negotiations. This process will be continued until a satisfactory agreement can be negotiated or a new RFP will be routed.

## **VII. CONTRACT AWARD**

The selected firm will be required to enter into a contract with the SCLTC in a form acceptable to the SCLTC (a standard contract is included as Attachment A). The SCLTC will tentatively schedule the proposed contract for consideration on **August 8, 2023**.

The contract is not in force until it is awarded by the SCLTC and signed by all parties.

## **VIII. CONTACT PERSONS**

Questions concerning this RFP may be directed to:

Joy Hall  
Executive Director  
(530) 842-8259  
[jdhall@co.siskiyou.ca.us](mailto:jdhall@co.siskiyou.ca.us)

ATTACHMENT A

**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 **August 8, 2023, and shall terminate on July 30, 2024**, 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 **Executive Director for SCLTC** (or their 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 Invalidation: 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:

\_\_\_\_\_  
Joy Hall, 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)