

# **San Benito County Local Transportation Authority**

## **Request for Proposals LTA #2019-01**

Analysis of Public Transit Network Expansion Projects for Congestion  
Relief of the Highway 25 Corridor Study

Proposals Due: February 25, 2019, 4:00 PM

Prepared By:

San Benito County Local Transportation Authority  
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San Benito County Local Transportation Authority  
Highway 25 Widening Design Alternatives Analysis  
Request for Proposals LTA #2019-01

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**SECTION 1. REQUEST**

The San Benito County Local Transportation Authority, herein referred to as “LTA”, is soliciting proposals from qualified firms to complete an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study, which will have the following project objectives:

*Stakeholder Participation:* To solicit input on potential public transit network expansion projects outside of the standard public review of the draft and final documents, a Project Development Team will be formed ideally with representation from Caltrans, Capital Corridor, San Benito Railroad LLC, Caltrain, VTA, AMBAG, San Benito County, City of Hollister, Gavilan College administration and students, community leaders including those representing vulnerable populations, and others to be determined. Other stakeholder participation opportunities with the general public will be bilingual (English and Spanish) and selected depending on the calendar of local community events during the development of the project. At a minimum one open house will be held and will be advertised using social and local media. Close attention will be made to ensure that residents of the disadvantaged community are actively engaged in the transportation decision-making process after reviewing AMBAG’s Public Participation Plan and Title VI Plans for AMBAG, COG, and LTA.

*Public Transit Network Expansion Projects Feasibility:* Before investing time and public funds into any potential projects, an analysis of how successfully, including performance measures, each public transit network expansion project selected for further research must be completed, accounting for factors that affect it such as economic, technological, legal, governance structure options, ridership and scheduling factors.

*Implementation Strategies:* A high-level implementation strategy for each of the public transit network expansion projects determined to be feasible will be prepared detailing the activities, project priority and phasing, potential project partnerships, expected difficulties/risks, performance measures and schedules required to achieve the objectives of the study.

*Project Cost Estimates:* The estimates will establish the costs associated with implementing the feasible public transit network expansion projects identified in the study, at different stages of development, including the operations and maintenance stage. Both direct and indirect costs will be provided.

*Potential Funding Strategies and Sources Identification:* To bring the study’s feasible public transit network expansion projects to fruition, potential funding strategies and sources, including revenue projections over the length of the project, will be identified and detailed. Passenger fare levels will be analyzed to maximize ridership and farebox recovery ratios. Investments will likely come from a variety of federal, state, and local sources.

**~ END SECTION 1 ~**

## SECTION 2. BACKGROUND

State Route (SR) 25 in northern San Benito County is highly congested during weekday commute hours due to the large number of residents commuting into Santa Clara County. The congestion has been so problematic there has been discussion about the immediate need to widen the corridor, placing sensitive environmental resources in the project area at risk.

In August 2016, the Council of San Benito County Governments (COG) completed a Highway 25 Widening Design Alternatives Analysis Study to identify alternative design scenarios and delivery strategies for the SR 25 4-Lane Widening Project as project costs far exceed anticipated highway improvement revenues in San Benito County for the next 20 years. Included in the analysis was a cursory review of potential alternative transportation modes to reduce project costs, congestion, vehicle miles traveled, and emissions. With the Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study, an in-depth feasibility study of public transit projects to help reduce congestion along the corridor will be completed.

San Benito County is a rural, agricultural, 1,389 square mile bedroom community south of Silicon Valley with a population of 55,269 and density of 39.8 persons per square mile according to the 2010 U.S. Census. There are two incorporated cities (City of Hollister and San Juan Bautista) and six unincorporated communities (Aromas, Tres Pinos, Panoche, Ridgemark, Bitterwater, and Paicines). The County is surrounded by the Counties of Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Currently there is a freight rail line used by Union Pacific Railroad (UPRR) running parallel to SR 25 called the Hollister Branch Line, which is owned by the private firm San Benito Railroad LLC.

Due in part to its rural nature, San Benito County residents tend to contribute significantly to the amount of vehicle miles traveled in the region: 48.9% of the workforce travels to other counties for their employment, 78.1% drive alone as their preferred travel mode, and 60.3% travel more than 20 minutes to work (U.S. Census 2011-2018 American Community Survey). Included in the regular SR 25 travelers is an estimated 1,000 residents who attend Gavilan College in Gilroy (Santa Clara County), the nearest community college to San Benito County.

Congestion along SR 25 is only expected to increase, decreasing the corridor's overall service efficiency. The average daily traffic at the San Benito/Santa Clara County Line has more than doubled since the mid-1990's due to rapid population growth and commute trips, and is expected to double again by 2040. Additionally, a significant projected trip generator for the residents of San Benito County into Santa Clara County is the planned California High Speed Rail station in Gilroy, with service anticipated to begin in 2025.

For these reasons, there is a necessity to identify opportunities to expand the public transit network to provide more alternatives to driving along the corridor encouraging mode shift to transit. This work will build upon previous planning efforts in the region such as the San Benito County Local Transportation Authority's (LTA) Short Range/Long Range Transit Plan and Association of Monterey Bay Area Governments' (AMBAG) Rural Transit Improvement Initiative studying the unique needs of rural transit. Also, it is consistent with AMBAG's adopted 2035 Metropolitan Transportation Plan/Sustainable Communities Strategies and associated Implementation Project Place Types Matrix, as it supports enhancements for high quality transit

encouraging transit-oriented development. This coordination between land use and transportation allows for more sustainable communities both today and into the future.

The project deliverables that will include an implementation plan will increase transit ridership and associated active transportation, lower vehicle miles traveled, lower pollution and greenhouse gas emissions, reduce commute times, provide greater economic opportunity, and increase access between affordable housing in San Benito County and job centers in the Silicon Valley. These outcomes will benefit all San Benito County residents, especially those who are disadvantaged. Increasing effective public transit services along SR 25 will help address the mobility needs of disadvantaged community members, who are historically transit-dependent due to the high costs of car ownership.

San Benito County has one area within the City of Hollister (Census Tract FIPS: 06069000300) that is disadvantaged according to the California Health Disadvantage Index. Within this census tract, 89.8% of the residents are Latino, 27.9% of the households do not have anyone over the age of 14 who speak English well, 52.4% of adults have less than a high school diploma, there is a 21.4% unemployment rate, 48.3% of the residents live in households with incomes below twice the Federal Poverty Line, and 7.8% of households do not have access to an automobile. During the stakeholder participation portion of preparing this analysis, close attention must be paid to ensuring that residents of this census tract are actively engaged in the transportation decision-making process.

There is a clear need to identify feasible and effective public transit projects to eventually become funded and programmed improvements to help relieve congestion along SR 25. The consequences of not funding this analysis include increased vehicle miles traveled, commute times, pollution, and greenhouse gas emissions, which disproportionately impact disadvantaged communities.

**~ END SECTION 2 ~**

### **SECTION 3. INSTRUCTIONS TO RESPONDENTS**

#### **3.1 Responding to RFP**

Respondents shall submit a completed Proposal with appropriate attachments or explanatory materials in response to LTA RFP #2019-01. All attachments shall be identified with the Respondent's name, the RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

#### **3.2 RFP Documents**

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

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

#### **3.3 RFP Process Schedule**

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

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

| <b>Activity</b>  | <b>Date</b>                     |
|--|---------------------------------|
| Release RFP online at:<br><a href="http://www.sanbenitocog.org">www.sanbenitocog.org</a> | February 8, 2019                |
| Deadline for Written Questions   | February 15, 2019               |
| Deadline for Proposals   | February 25, 2019               |
| Select Consultant, Negotiate Contract  | February 26, 2019-March 8, 2019 |
| Approximate Award Date   | March 21, 2019                  |
| Begin Work   | April 1, 2019                   |
| Complete Work  | June 30, 2020                   |

#### **3.4 Submission of Proposals**

Respondent shall submit the Proposal on the form(s) provided by and made available at the LTA Office, at the address set forth below. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. Respondent shall submit four (4) sets of hard copies and an electronic copy on removable disk of the completed Proposal, an original and four (4) copies, including all applicable supporting documentation, including but not limited to the Exhibits set forth in Section 6 of this RFP, addressed and delivered to the office and individual named below:

Mary Gilbert, Executive Director  
San Benito County Local Transportation Authority  
330 Tres Pinos Road, Suite C7  
Hollister, California 95023

All Proposals must be received by no later than **4:00 PM, Pacific Time, on February 25, 2019**. Proposals received after the above date and time will be rejected and will be returned unopened. Facsimile transmission of Proposals will not be accepted. Proposals must be signed by the Respondent or by a duly authorized officer of the Respondent, delivered along with all required documents, sealed and plainly addressed to the agency representative specified in this RFP.

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

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

A responsive Proposal shall be limited in length to **no more than 10 double-sided pages**, and 12 point size font. Page limit is not inclusive of cover, cover letter, table of contents, tabs, cost Proposal, Exhibits A-F, certification forms, or résumés. Submissions beyond the page limit will not be considered.

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

- The fully completed and executed Official Proposal Form set forth in Section 5 of this RFP
- Fully completed and executed Exhibits A through F of this RFP
- Evidence of Respondent's possession of civil engineer's license(s), business license(s) and/or any other licenses and/or permits required to do business in the City of Hollister, County of San Benito, and State of California
- A cover letter
- A brief description of the Respondent's experience, including the year the firm was established, type of firm (partnership, corporation, etc.), and a statement of the Respondent's qualifications for performing the subject services, demonstrating Respondent has at least two (2) years' of experience providing the services described in Section 4, Scope of Work
- An organizational chart depicting the individual or team proposed by the Respondent and a brief summary of the qualifications and experience of each member proposed as the project team, demonstrating each has at least two (2)

years' of experience providing the services described in Section 4, Scope of Work

- A concise, but detailed description on the Respondent's approach to meet the requirements set forth in Section 4, Scope of Work
- A schedule for each task identified in Section 4, Scope of Work
- The relevant qualifications and experience of any Subcontractors to be used, as well as customer references for each Subcontractor
- A cost Proposal that includes all charges. The cost Proposal must be submitted in a separate sealed envelope and will not be used as part of the evaluation criteria. The cost Proposal shall not be included in the compact disc.
- Other relevant information that will assist the LTA in selecting the most qualified Respondent(s).

### 3.5 Proprietary Information

All information appearing within the Proposal may be subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the Proposal.

### 3.6 Point of Contact

All questions regarding this RFP shall be directed to Mary Gilbert, Executive Director [mary@sanbenitocog.org](mailto:mary@sanbenitocog.org) or by facsimile at 831.636.4160 with the subject: "RFP LTA 2019-01" followed by a brief description. No other individual has the authority to respond to any questions submitted unless specifically authorized by Mary Gilbert, Executive Director or her designee. Failure to adhere to this process may disqualify the Respondent.

### 3.7 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the Respondent shall notify the LTA in writing at once (e-mail is acceptable). The LTA will post addenda with further instruction or clarification on [www.sanbenitocog.org](http://www.sanbenitocog.org) for all interested parties to view. LTA shall not be held responsible for oral interpretations.

### 3.8 Questions

Questions must be received by **February 15, 2019 at 4:00 PM, Pacific Time.**

### 3.9 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Mary Gilbert or her designee, to be posted online at [www.sanbenitocog.org](http://www.sanbenitocog.org) for all interested parties to view, and to be faxed, emailed, or mailed to all prospective Respondents known by the LTA, if and when necessary. All Addenda issued shall be incorporated into the contract. Respondents shall be responsible for monitoring the website at [www.sanbenitocog.org](http://www.sanbenitocog.org) to obtain the most current information regarding this

RFP. Current information may be in the form of an update or a formal Addendum. The last day for updates and Addenda to be posted on the above mentioned website is **February 20, 2019, at 5:00 PM, Pacific Time.**

### 3.10 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **4:00 PM, February 25, 2019, Pacific Time.** Respondents shall be responsible for the timely delivery of their Proposals. Proposals received after the deadline will not be accepted and will be unopened and discarded.

### 3.11 Multiple Proposals

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

### 3.12 Proposal Evaluation Criteria

If an award is made, it will be made to the responsive Proposal by a responsible Respondent that offers LTA the greatest value based on an analysis involving a number of criteria. An Evaluation Committee consisting of LTA staff will review each Proposal for completeness and content. Each Proposal will be evaluated based upon the relevant experience of the Respondent. The Evaluation Committee will review and rank the Proposals and may conduct interviews, if necessary. The rankings will be based upon the evaluation criteria that may include, but is not necessarily limited to the following:

- Organization: Does the Respondent offer the breadth and quality of services required for the anticipated project? Does the Respondent's organizational structure show sufficient depth for its present workload?
- Staff: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with project requirements? Do assigned personnel have requisite education, experience, and professional qualifications?
- Experience: Has the Respondent demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
- Technical Approach: How does the Respondent intend to achieve the budget and project delivery goals for the anticipated project? How will the Respondent perform the Scope of Work specified in Section 4 of this RFP? Will the firm be able to perform the Scope of Work within a timely manner?
- Reputation: Are the Respondent's references from past clients and associates favorable? Does the Respondent show financial and operational stability?
- Cost: Is the proposed budget cost effective?

### 3.13 Selection Procedure

The LTA shall perform an initial review of all Proposals to determine responsiveness as specified in Paragraph 3.4 in this RFP. The Evaluation Committee will review all responsive Proposals and will rank Proposals in descending order of preference. The

Evaluation Committee will then select the preferred Proposal, that best meets the needs as set forth in this RFP, is the best qualified, and is able to provide the requested services as follows:

- **PRE-SELECTION:** The Evaluation Committee will review and screen the Proposals for completeness. Proposals that are incomplete, or improperly written, may be considered non-responsive and may be rejected. Each Proposal will be evaluated for its completeness and responsiveness to the Evaluation Criteria set forth in Section 3.12 above, and to the Scope of Work outlined in Section 4 of this RFP. Based upon the scores of responsive Proposals, the Evaluation Committee will set a competitive range and invite Respondents in the competitive range to participate in an in-person interview. Top ranking Respondents will be asked to prepare an oral presentation of their Proposal to the Evaluation Committee. References may be contacted by any person of the Evaluation Committee. The Evaluation Committee reserves the right to evaluate the interview and presentation, and to reevaluate the initial Proposal based upon new information provided during the interview component.
- **SELECTION:** Award of a contract shall not be based on cost alone, but on the strength of qualifications of the Respondent and the Respondents' capability of providing the services outlined in the RFP. The Evaluation Committee will rank the Proposals based upon the interview, compliance with the RFP terms and conditions, quality and performance of the services offered based on previous contracts, reference checks for the same or similar services, and the capacity of the Respondent to perform the required services.
- **NEGOTIATIONS:** Staff will enter into negotiations with the highest ranked Respondent, regarding the terms of a contract consistent with the RFP and the Proposal, which will be submitted to the LTA Board of Directors for approval. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP. No modifications to the general terms and conditions of the standard contract appended as Exhibit G to this RFP will be considered, except as indicated in this RFP. If an agreement is not reached within a reasonable time after the highest ranked Proposal is identified, the LTA reserves its right to terminate negotiations with the highest ranked Respondent and begin negotiations with the next highest ranked Respondent, suspend the process entirely or request new Proposals. This process will continue until an agreement is reached or all Proposals are rejected.

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

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

### 3.14 Reservations

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

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

### 3.15 Notification of Modification or Withdrawal of Proposals

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

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

### 3.16 Notice of Intent to Award

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

### 3.17 Contractor Responsibility and Performance

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

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the contract are satisfactory. It is desirable that the Contractor have local representation to provide on-site consultation/problem resolution if required.

### 3.18 Indemnification and Insurance

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

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

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

#### 2. Other Insurance Provisions

- a. As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by the LTA.

- b. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The San Benito County Local Transportation Authority is hereby added as an additional insured as respects the operations of the named insured."

- c. All the insurance required herein shall contain the following clause:

"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the San Benito County Local Transportation Authority ("LTA") shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the LTA as evidenced by properly validated return receipt. Such notice shall be sent to: San Benito County Local Transportation Authority, 330 Tres Pinos Road Suite C7, Hollister, CA 95023".

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

San Benito County Local Transportation Authority  
Mary Gilbert, Executive Director  
330 Tres Pinos Road, Suite C7  
Hollister, CA 95023

The Contractor agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide the LTA on or before the effective date of this contract Certificates of Insurance for all required coverage. By submitting a Proposal, the proposing Respondent agrees to provide the insurance specified in Paragraph 3.18 of this RFP.

3. Indemnification language of Standard Contract: To the extend a proposal proposes the type of design services included in CA Civil Code 2782.8, the following indemnification clause shall be included in the contract as Attachment D:

"D-1. INDEMNIFICATION. With regard to the design services described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the COG and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COG and County employees, and the public, or damage to property, which arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if the COG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract."

If no work applicable to the provisions of CA Civic Code 2782.8 is completed, only the standard indemnification included in Paragraph C-1 of the standard contract will be used.

### 3.19 Pre-Award Conference

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

### 3.20 Execution of Agreement

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

### 3.21 Cost of Service

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

**~ END SECTION 3 ~**

## **SECTION 4. SCOPE OF WORK**

### 4.1 General Description

The San Benito County Local Transportation Authority, herein referred to as “LTA”, is soliciting proposals from qualified firms to develop a Study and complete associated public outreach tasks, further described below. LTA will work closely with the Council of San Benito County Governments (“COG”) during all phases of development of the Study.

#### **Task 1. Development of Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study**

##### **Task 1.1: Kick-off meeting with project team and consultant**

- LTA’s project team will meet the Consultant for the project kick-off meeting to discuss project expectations including invoicing, reporting, and other relevant project information
- Responsible Party: LTA and Consultant

##### **Task 1.2: Review of previously completed related reports/documents, and identifying comparable projects**

- At LTA direction, Consultant will review previously completed related federal, state, and local reports/documents/data, and identify comparable projects to gather existing conditions, background data, opportunities, and constraints surrounding the project
- Responsible Party: LTA and Consultant

##### **Task 1.3: Develop list of potential public transit network expansion projects**

- With LTA review, Consultant will develop a thorough list of potential public transit network expansion projects, including passenger rail with a rail yard in Hollister and Bus Rapid Transit, to be analyzed for feasibility
- Public transit technologies, such as, alternative fuels, zero-emission, and automated vehicles, will be taken into consideration
- Responsible Party: LTA and Consultant

##### **Task 1.4: Develop list of feasible public transit network expansion projects and cost estimates**

- With LTA review, Consultant will develop a list of feasible public transit network expansion projects and cost estimates
- Standard public transit performance measures, such as, farebox recovery ratio, passengers per hour, passengers per mile, cost per hour, and cost per mile, will be used, at a minimum, to determine project feasibility
- Responsible Party: LTA and Consultant

**Task 1.5: Develop feasible public transit network expansion projects implementation plans and funding scenarios/strategies**

- With LTA review, Consultant will develop implementation plans and funding scenarios/strategies, including federal, state, local, and revenue projections over the length of projects, for the list of feasible public transit network expansion projects
- Responsible Party: LTA and Consultant

**Task 1.6: Develop Administrative Draft Study**

- Consultant will prepare an Administrative Draft Study to be reviewed by LTA
- Responsible Party: Consultant

**Task 1.7: Review Administration Draft Study**

- LTA will review the Administrative Draft Study for comments to be incorporated by the Consultant to prepare the Draft Report
- Responsible Party: LTA

**Task 1.8: Incorporate comments on Administrative Draft Study and provide Draft Study for public review**

- Consultant will incorporate LTA's comments on the Administrative Draft Study to prepare the Draft Study to be provided for public review
- Responsible Party: Consultant

**Task 1.9: Present Draft Study to Board of Directors and Advisory Committees**

- At LTA direction, Consultant will present the Draft Study to the COG/LTA Board of Directors for public review, as well as, to COG/LTA's advisory committees for comments
- LTA will submit the Draft Study to Caltrans District 5 for review and comment.
- Responsible Party: LTA and Consultant

**Task 1.10: Review, respond, and incorporate comments received to prepare Final Study**

- At LTA direction, Consultant will review, respond, and incorporate comments received from the public, COG/LTA Board of Directors, Caltrans, and COG/LTA advisory committees to prepare the Final Study
- Responsible Party: LTA and Consultant

**Task 1.11: Final Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study Adoption**

- At LTA direction, Consultant will present the Final Study to the COG/LTA Board of Directors for adoption
- Responsible Party: LTA and Consultant

| <b>Task</b> | <b>Deliverable</b>   |
|-------------|--|
| 1.1         | <i>Meeting Notes</i>   |
| 1.2         | <i>Consultant Progress Report</i>  |
| 1.3         | <i>Potential Projects List</i>   |
| 1.4         | <i>Feasible Projects List and Cost Estimates</i>                               |
| 1.5         | <i>Feasible Projects Implementation Plans and Funding Scenarios/Strategies</i> |
| 1.6         | <i>Administrative Draft Study</i>  |
| 1.7         | <i>Administrative Draft Study Comments</i>                                     |
| 1.8         | <i>Draft Study</i>   |
| 1.9         | <i>Meeting Agendas</i>   |
| 1.10        | <i>Copy of Comments Received and Responses</i>                                 |
| 1.11        | <i>Final Study</i>   |

**Task 2. Public Participation**

**Task 2.1: Hold Project Development Team meetings**

- At LTA direction, Consultant will hold, at a minimum, three face-to-face Project Development Team meetings, ideally with representation from COG, Caltrans, Capital Corridor, San Benito Railroad LLC, Caltrain, VTA, AMBAG, San Benito County, City of Hollister, Gavilan College administration and students, community leaders including those representing vulnerable populations, and others to be determined, during the preparation of the study
- Responsible Party: LTA and Consultant

**Task 2.2: Evaluate local English and Spanish language community events for possible opportunities for public participation and attend meetings. At a minimum, one open house will be held.**

- LTA will evaluate local English and Spanish language community events for possible opportunities to encourage public participation during the preparation of the study
- LTA staff, Caltrans, and Consultant will attend, at a minimum, two meetings identified
- At a minimum, LTA and Consultant will hold one open house to solicit community project input
- Close attention will be made to ensure that residents of disadvantaged communities are actively engaged in the process after reviewing AMBAG’s Public Participation Plan and Title VI Plans for AMBAG, COG, and LTA
- All project participation events will be announced using social and local media
- Responsible Party: LTA, Caltrans, and Consultant

**Task 2.3: Public review period of Draft Study**

- At LTA direction, Consultant will present the Draft Study to the COG/LTA Board of Directors for public review
- Thorough public noticing, in both English and Spanish, will be completed to ensure maximum public review and comments
- Consultant will review, respond, and incorporate comments received to prepare the Final Study
- Responsible Party: LTA and Consultant

| <b>Task</b> | <b>Deliverable</b>   |
|-------------|--|
| 2.1         | <i>Meeting Agendas and Notes</i>   |
| 2.2         | <i>Community Event Calendar, Open House Documents, and Event Announcements</i> |
| 2.3         | <i>Public Review Period Noticing</i>   |

**~ END SECTION 4 ~**

**SECTION 5. OFFICIAL PROPOSAL FORM**

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

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

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

Yes  No

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

If you are the successful Respondent, will you extend costs quoted to the San Benito County Local Transportation Authority to other municipalities, districts or jurisdictions (political subdivisions)?

Yes  No

If discounts quoted herein are offered to other political subdivisions, additional delivery charges if any, must be negotiated between that political subdivision and the Supplier.

Executed in \_\_\_\_\_

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

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

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

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

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

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

**~ END SECTION 5 ~**



**EXHIBIT B—ACKNOWLEDGMENT OF ADDENDA FORM**

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

hereby acknowledges receipt of all Addenda through and including:

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

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

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

Date \_\_\_\_\_

**END OF EXHIBIT B**

### EXHIBIT C—CUSTOMER REFERENCES

List and submit with this Proposal four (4) customer references, two (2) of which should be in the San Benito County area, for whom you have furnished similar product or services.

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

**END OF EXHIBIT C**



**EXHIBIT E—NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

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

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

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

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

**END OF EXHIBIT E**

**EXHIBIT F—FEE SCHEDULE**

|    | <b>Title</b> | <b>Hourly<br/>Rate</b> | <b>Est.<br/>Hours</b> | <b>Total<br/>Cost</b> |
|----|--------------|------------------------|-----------------------|-----------------------|
| 1  |              |                        |                       |                       |
| 2  |              |                        |                       |                       |
| 3  |              |                        |                       |                       |
| 4  |              |                        |                       |                       |
| 5  |              |                        |                       |                       |
| 6  |              |                        |                       |                       |
| 7  |              |                        |                       |                       |
| 8  |              |                        |                       |                       |
| 9  |              |                        |                       |                       |
| 10 |              |                        |                       |                       |
| 11 |              |                        |                       |                       |
| 12 |              |                        |                       |                       |
| 13 |              |                        |                       |                       |

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

**END OF EXHIBIT F**

## **EXHIBIT G—STANDARD CONTRACT**

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

---

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and \_\_\_\_\_ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

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

**2. Scope of Services.**

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

**3. Compensation for Services.**

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

**4. General Terms and Conditions.**

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

**5. Insurance Limits.**

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

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

**6. Termination.**

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

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

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

**8. Information about Contract Administrators.**

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

Contract Administrator for LTA:

Name: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Ste.  
C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for  
CONTRACTOR:

Name:

Title:

Address:

**SIGNATURES**

APPROVED BY CONTRACTOR:

Jaime De La Cruz

Chair

Date:

Name:

Title:

Date:

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

By:

Shirley L. Murphy, Deputy County Counsel

Date:

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

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

**~ END ATTACHMENT A ~**

## **ATTACHMENT B Payment Schedule**

### **B-L. BILLING**

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

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

### **B-2. PAYMENT**

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

### **B-3. COMPENSATION**

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

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

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

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

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

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

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

The LTA shall have the right to retain 10% of the total contracted amount until the project is deemed completed by the CONTRACTOR and the LTA.

~ END ATTACHMENT B ~

**ATTACHMENT C**

**General Terms and Conditions**

**C-1. INDEMNIFICATION.**

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

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

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

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

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

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

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

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR'S operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

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

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

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

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

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

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this

contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

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

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

**C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

**C-11. NONDISCRIMINATION.**

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

**C-12. BANKRUPTCY.**

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

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

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

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

**C-16. ENTIRE CONTRACT.**

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

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

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

**C-18. TERMINATION.**

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

**C-19. NOTICES.**

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

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

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

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

**C-21. MATERIALITY.**

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

**C-22. WAIVER.**

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

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

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

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

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

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

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

right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

~ END ATTACHMENT C ~

~ END EXHIBIT G ~

~ END SECTION 6 ~