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**Daniel S. Little, Executive Director**

# **NORTH STATE TRANSPORTATION FOR ECONOMIC DEVELOPMENT STUDY REQUEST FOR PROPOSALS**

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**PROPOSAL DUE DATE:**

5:00pm, Friday, February 3, 2012

**ESTIMATED TIME PERIOD FOR CONTRACT:**

February 2012 – December 2012

**AGENCY CONTACT/PROPOSAL SUBMISSION INFORMATION:**

Shasta County RTPA  
1855 Placer Street  
Redding, CA 96001  
Phone: 530-225-5486  
Fax: 530-225-5667  
Email: [scrtpa@co.shasta.ca.us](mailto:scrtpa@co.shasta.ca.us)  
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**PROJECT MANAGER:**

Daniel Wayne, Senior Planner  
530-225-5486  
[dwayne@co.shasta.ca.us](mailto:dwayne@co.shasta.ca.us)

## I. INTRODUCTION

### PROJECT BACKGROUND/OVERVIEW

Transportation is more than a convenience; it enables economic activity by connecting people, goods, services, and resources together for gainful employment and commerce. Responsive, flexible, and affordable transportation leads to increased productivity, income, property values, and tax revenues.

This effort will focus on stimulating economic activity and increasing prosperity within the 16-county North State region as a function of future planned transportation infrastructure. More specifically, this effort aims to:

- Identify major accessibility-related obstacles and opportunities to economic activity;
- Evaluate regional transportation plans' responsiveness to existing and emerging industry; and
- Design and apply the most appropriate and feasible method for calculating the economic impact of transportation investments.

Results will be prepared to facilitate local decision making processes, encourage coordination between transportation planning and economic development sectors, and help demonstrate to state and federal funding partners the value of discretionary transportation investments in the North State. This effort will focus primarily on the network of interregional transportation facilities, but also consider travel demand management and multi-modal strategies as appropriate.

This effort will not duplicate existing research establishing the connection between transportation spending and the economy, but rather seek to apply this knowledge to the local context of the North State. This effort will not focus on near-term benefits at the expense of sustainable economic growth that is consistent with local values and priorities. This effort will address the economic impacts of regional transportation investment priorities from both a North State and individual county perspective. Transportation investments resulting in positive economic impact across multiple regions and that support strategic state or federal interests should be highlighted.

### GOALS

During these recessionary times, every transportation dollar is expected to maximize return on investment in the form of job growth and increased productivity, efficiency, and prosperity. Under conventional transportation performance measures, the absolute return on investment is typically higher in heavily urbanized regions. The relative impact of transportation dollars spent in small urban and rural regions is, however, greatly amplified. Even modest transportation investments in such areas often have the power to transform a region's economic outlook. A business case that effectively illustrates these benefits is needed to justify additional discretionary state and federal funding investment in the North State's transportation infrastructure.

Equating any and all transportation investment to increased jobs and economic activity is not a sound basis for public policy. Some investments can have negative economic impacts, amplify socio-economic inequities between regions, create long-term maintenance burdens, channel limited funding away from more economically productive investments, and/or simply move economic activity from one area to another within a given region. A more complete understanding of the relationship between the current/planned regional transportation network and current/forecast economic activity in the North State is needed to channel limited transportation funds in the most productive manner.

Transportation projects by themselves are rarely the sole impetus for economic development. Previous studies have shown that the highest economic benefit is achieved when transportation investments are combined with targeted economic development strategies. Increased interaction and meaningful coordination between North State transportation and economic development communities and respective planning processes is needed to more fully capture this potential synergy.

## OBJECTIVES

- Align transportation and economic planning processes and develop joint support/action toward shared investment priorities – This effort seeks to identify those projects where transportation investment/policies, economic development/policies, and other relevant factors (e.g. quantity and quality of the labor force, quality of life, proximity to markets, private sector investment, access to raw materials, and so forth) would deliver the highest return on investment or help to meet local economic goals (e.g. development of green jobs or a specific target industry). Extensive communication and exchange of information with the economic development community will be required.
- Support economic growth where it matters most – This effort is meant to provide practical, performance-focused investment and policy guidance. Some industries will continue to grow with or without aggressive transportation investments or may depend little on transportation (such as information-based industries). Some industries are failing – whether by lack of consumer demand, restrictive regulatory policies, and/or other reasons outside of ability of transportation investment to affect. This study should avoid politically influenced priorities over true economic development opportunities.
- Support economic self-sufficiency and autonomy – Transportation improvements in rural/small town regions sometimes act to suppress economic activity by facilitating retail activity outside the area that would otherwise remain in the county; by diverting traffic around local businesses; or by acting as a physical barrier to commerce. This effort will focus on investments and policies that enhance the economic health and sustainability of the North State, but not at the expense of individual communities and/or sub-regions.
- Attract additional transportation dollars to the North State – A business case is needed that effectively quantifies and communicates anticipated return on investment from both a state and federal perspective.

- Identify alternative strategies – This study will include consideration of travel demand management strategies that might mitigate or eliminate economic development barriers at a lower cost than constructing and maintaining new and/or expanded transportation infrastructure. Similarly, this effort may also highlight emerging industries that would bring about desired economic output without adding excessive travel demand on existing transportation infrastructure – i.e. industries with high economic output but that are not transportation intensive.

## II. SCOPE OF WORK & DELIVERABLES

The geographic study area is the sixteen-county North State region, including Del Norte, Siskiyou, Modoc, Humboldt, Trinity, Shasta, Lassen, Mendocino, Lake, Colusa, Tehama, Glenn, Butte, Plumas, Sierra, and Nevada counties. This study is intended to complement rather than overlap detailed community and/or county-level transportation and economic development plans. As such, this study will tend to stay at the macro-level, focusing on industrial sectors, commodity flow between regions, North State exports/imports, and the relationship to the interregional transportation network. Select local routes that provide access between key industries and the regional transportation network may also be considered.

The ability to condense and effectively communicate data, findings, and conclusions generated via this study will play a large role in determining the ultimate impact of this effort. Due to the technical nature, large geographic area, and the diversity of intended audiences, deliverables should include matrices and map-based visuals that help make the results more approachable, accessible, and useful for planning and decision making. Proposals should outline information gathering strategies to be employed, such as interviews, focus groups, and/or other techniques.

The following scope of work represents substantial consultation with both transportation and economic development stakeholders throughout the North State. The value and ultimate impact of this effort will rely upon on the further development and nurturing of these relationships and the pursuit of meaningful collaboration opportunities.

### **TASK A: PRE-AWARD CONFERENCE**

The consultant with the top-rated proposal will be asked to participate in a pre-award conference with the project technical advisory committee. The purpose of this exchange is to finalize any outstanding details regarding the project budget, timeline, deliverables, and any proposed enhancements to the scope of work.

*Note: as this task occurs prior to completion of the contract agreement, this task is non-reimbursable.*

### **TASK #1: EVALUATE THE NORTH STATE'S ECONOMIC AND TRANSPORTATION LANDSCAPES**

Collect, standardize, and merge available economic and transportation data, plans, programs, and policies. Economic and transportation project partners will assist in identifying and transmitting available information. In addition to a technical narrative, matrices and maps shall be utilized to summarize various transportation and economic data.

**1.1 Evaluate the North State's economic landscape** – In consultation with local Economic Development Corporations, Economic Development Districts, Center for Economic Development at CSU, Shasta College Economic & Workforce Development, and other relevant stakeholders as identified by the consultant and North State Super Region members during the pre-award conference:

- a) Summarize and reference available economic knowledge, data, and plans. Highlight any gaps and prioritize via tiers of significance.
- b) Utilize Census 2010 data to map the North State's socio-economic characteristics and trends, including but not limited to population, number of households, household median income, projected demographic changes, and education level. Highlight any noteworthy disparities between county-regions.
- c) Document the North State's current economic sectors, industries, and clusters, including their respective location, transportation needs, and any transportation or non-transportation barriers that may be limiting their growth. One area of specific interest includes the movement of commercial vehicles and the associated cost of transporting products to market, supply chain efficiency, and the direct cost of raw material inputs.
- d) Identify the North State's emerging and/or target economic activities and their generalized transportation needs.
- e) Consider the economic influence of regions/markets adjacent of the study area, including Oregon, Nevada, Sacramento, and Bay Area regions.
- f) Highlight data and plans specific to Tribal governments.

**1.2 Evaluate the North State's transportation landscape** – In consultation with regional transportation planning agencies, Caltrans, private-sector entities, and other relevant stakeholders as identified:

- a) Compile and present all planned transportation system enhancements across the study area based on each region's fiscally constrained Regional Transportation Plan (RTP). Include matrices and map-based summaries.
- b) Highlight those projects that would result in the greatest benefit over multiple regions and/or industries.
- c) Utilizing the best available data from Caltrans in conjunction with regional travel demand models, prepare a level of service (LOS) map for the North State region, including current conditions and forecast conditions over the next 20 years in 5-year increments.
- d) Identify and document the best available North State commodity flow data. Where data is not sufficiently specific, detailed, or comprehensive to draw conclusions, secondary data sources should be identified in consultation with the project technical advisory committee and utilized to infer the movement of goods and products. Discuss how the findings might be integrated into economic development planning, transportation planning, and travel demand modeling.
- e) Highlight transportation needs specific to tribal governments.

## **TASK #2: DEVELOP ECONOMIC PERFORMANCE MEASURES FOR EVALUATING THE NORTH STATE'S PLANNED TRANSPORTATION IMPROVEMENTS**

Performance measures generated via this study will enhance the North State's ability to demonstrate quantifiable progress toward state and federal transportation priorities related to the economy. It is inherently difficult, however, for North State regions to compete against heavily populated, heavily congested regions under conventional performance measures. Some well-established performance measures, their priority, and the relative weighting have changed as a result of the prolonged economic recession, dwindling transportation funds, and increased environmental/climate challenges. An opportunity exists to introduce new or revised performance measures which more fittingly represent the North State.

All performance measures or methods should rely upon upon readily accessible data sources and be available for replication in future planning cycles.

- 2.1 Primary measures** – Identify a range of performance measures needed to effectively quantify the economic benefits of transportation investments through the lens of current and emerging state and federal interests.
- 2.2 Secondary measures** – Identify and design secondary performance measures (new and/or revised existing methodologies) that would effectively recognize and quantify the economic impacts of transportation investments in rural and small urban areas – i.e. non-conventional measures that capture the North State's unique or more prominent characteristics.
- 2.3 Apply primary and secondary measures** – Based on fiscally constrained regional/interregional transportation projects identified via Task 1.2, apply primary and secondary performance measures. A select number of projects included within regions' fiscally *unconstrained* lists may be considered if warranted.

## **TASK #3: IDENTIFY AND ASSESS ALTERNATIVE STRATEGIES**

In consultation with respective transportation and economic development stakeholders:

- 3.1 Identify and group non-transportation intensive economic industries** – Based on current and emerging industries identified in Task 1.1, categorize the degree to which these industries are transportation reliant. Cross-tabulate industries with positive growth outlook with those that are shown to generate markedly less travel demand.
- 3.2 Assess and quantify travel demand management strategies** – Evaluate the relative merits and cost-benefit value of various travel demand management strategies as an alternative to or in conjunction with capacity increasing infrastructure investments.

## **TASK #4: FINAL REPORT (FINDINGS & RECOMMENDATIONS)**

Data, findings, and recommendations shall reflect the sixteen-county North State region, but also be broken down by individual county-regions for local use and application. Detailed corridor analysis should also be prepared as appropriate.

- 4.1 Analyze and report findings from prior tasks** – Highlight those areas where transportation planning intersects with the current and/or anticipated regional economy. Also note where existing and planned transportation priorities are not aligned or otherwise fail to address economic conditions and aspirations.
- 4.2 Recommendations** – Provide specific transportation project, policy, and program recommendations that would yield the greatest economic benefit and opportunities for coordination and collaboration between the transportation and economic development community. Recommendations shall include consideration of:
- Short and long-term actions;
  - Partner roles and responsibilities;
  - Prospective funding sources and leveraging opportunities;
  - Opportunities for transportation and economic benefits over multiple regions and/or industries;
  - Opportunities for reducing greenhouse gas emissions; and
  - Benefit/cost analysis.
- 4.3 Provide maps, matrices, and other visual summaries** – Employed properly, these methods will help the various intended audiences quickly assess study findings, identify obstacles and opportunities, and allow for comparison/contrast between various strategies and approaches moving forward.
- 4.4 Final Report & Presentation of Findings** – Fifty printed copies of the final report shall be prepared and distributed. In addition, up to five formal presentations of the final report shall be provided, including Powerpoint presentation, executive summary booklet, and other communication collateral as appropriate.

## **TASK #5: INTEGRATION WITH NORTH STATE REGIONAL GIS PLATFORM/VIEWER**

Concurrent with this study, the Shasta County RTPA is implementing a North State regional GIS platform. An online viewer template is being designed to accommodate various topics of interest, including the results and recommendations of this study.

- 5.1 Prepare outputs for integration with the Shasta County Regional GIS Platform** – Spatial data will be prepared and provided for upload to the central server. All data collected or otherwise generated via this effort shall be prepared in consistency with data standards documented in the Shasta County Regional GIS Platform Feasibility Study, including any subsequent addenda. Data should also be compatible with the implementation of Google Earth at Caltrans.

## **TASK #6: CONTINGENCY**

Projects of this scope and scale typically lead to new and/or expanded work tasks not anticipated within the original scope of work. A portion of the budget shall be set aside within the contract for such tasks and/or the generation of new or up-to-date data resources identified during the study.

- 6.1 5% budget set aside for new or expanded work tasks/data generation**

### III. PREPARING AND SUBMITTING A PROPOSAL

#### CONTENT

A complete and responsive proposal will include the following elements:

##### I. Technical Capacity and Approach

- Statement of understanding of the scope of work;
- Qualifications and summary of pertinent work experience;
- Proposed approach and methodology;
- Detailed work plan and project schedule; and
- As appropriate, any recommended scope of work modifications and/or enhancements (must not exceed maximum project budget).

##### II. Project Management

- Proposed project team, including title/role of each individual;
- Resumes of staff assigned to the project; and
- Past/present client references, including respective contact information.

##### III. Project Budget

- Total project budget (by major work task/element and overall project) required to complete the project; and
- Hourly fee schedule by personnel/position and direct expenses as applicable.

#### SUBMITTAL INSTRUCTIONS

Interested consultant firms are invited to submit the following:

- An original hardcopy proposal with cover letter signed by an authorized individual;
- Four copies for distribution to the proposal review committee; and
- A electronic copy of the proposal in PDF format.

Deadline to submit proposal:

5:00pm, Friday, February 3, 2012

Mailing address:

Shasta County RTPA  
Attn: Daniel Wayne, Senior Planner  
1855 Placer Street  
Redding, CA 96001

## PROJECT BUDGET

The SCRTPA was awarded \$225,000 to complete this project, of which \$11,250 is set aside for administrative overhead. Total proposed fees for all all work tasks and deliverables described herein (including contingency line item) shall not exceed \$213,750. Proposals will be evaluated based on value provided rather than lowest bid.

## TERMS AND CONDITIONS:

- All proposals become the property of the SCRTPA and its official records. The cost of preparing and submitting a proposal and participating in an interview are at the sole expense of the proposer.
- Solicitation of proposals in no way obligates the SCRTPA to contract with any firm or individual. The SCRTPA reserves the right to reject any or all proposals and to waive any informality, technical defect, or clerical error in any proposal. The final selection of a consultant firm and decision to award a contract is at the sole discretion of the SCRTPA.
- The selected consultant will be required to enter a Shasta County Personal Services Agreement (PSA) (Exhibit B). Interested firms should review the attached PSA before preparing a proposal.
- If applicable, consultant is responsible for submitting certification of Disadvantaged Business Enterprises (DBE) status for itself and any subcontractors.
- Any proposal received prior to the deadline may be withdrawn or modified at the request of the Consultant. Modified proposals must be received in writing prior to the deadline.
- In the event that it becomes necessary to revise any part of this RFP, an addendum will be emailed to all individuals who have made the project manager aware of their interest. Addendums, questions and answers, and other pertinent information shall be published on the SCRTPA website at: [www.scrtpa.org](http://www.scrtpa.org).
- The SCRTPA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## IV. EVALUATION AND CONTRACT AWARD

### EVALUATION PROCEDURE

A proposal review committee, to be designated by the SCRTPA, shall evaluate and rank proposals. Only those proposals submitted in accordance to requirements stated herein, including any subsequent addendums, shall be scored. The summation of the panel evaluations shall be based on the panel's collective rank ordering of proposals, not a cumulative point total.

Evaluation criteria and weighting provided herein are to assist prospective firms in preparing a competitive proposal. Proposals may include alternative work plans and schedules which meet or exceed the study's purpose, need, and intended application. Alternatives that reduce cost and/or add value are encouraged. The SCRTPA reserves the right to consider these and other factors in the selection of a consultant in order to best serve the interest of the SCRTPA.

### EVALUATION CRITERIA AND SCORING

The following points will be assigned to the proposal for evaluation purposes:

Component	Total Points Available
<b>Technical Capacity and Approach</b>	<b>50</b>
Project understanding	
Qualifications and work experience	
Technical approach and methodology	
Work plan and schedule	
Recommended enhancements to scope of work	
<b>Project Management</b>	<b>25</b>
Proposed project manager and team	
References	
<b>Value</b>	
Hourly fee schedule	<b>25</b>
Value provided for proposed fee	
<b>TOTAL POINTS</b>	<b>100</b>

## ORAL PRESENTATIONS

The SCRTPA may, after evaluating the written proposals, invite one or more consultants to provide an oral presentation. If the results of the proposal evaluation are unambiguous, no interviews will be held.

## CONTRACT AWARD

Each consultant having submitted a proposal will be notified of the results of the evaluation process. A pre-award conference will be scheduled with the top-rated consultant to clarify, negotiate, or otherwise address any outstanding details or modifications to the scope of work or budget. The selected consultant, final scope/schedule/budget, and contract agreement will be presented to the SCRTPA board for final approval at a scheduled meeting of the Shasta County RTPA board.

## PROTEST PROCEDURE

This protest procedure constitutes the sole administrative remedy available to consultants under this procurement.

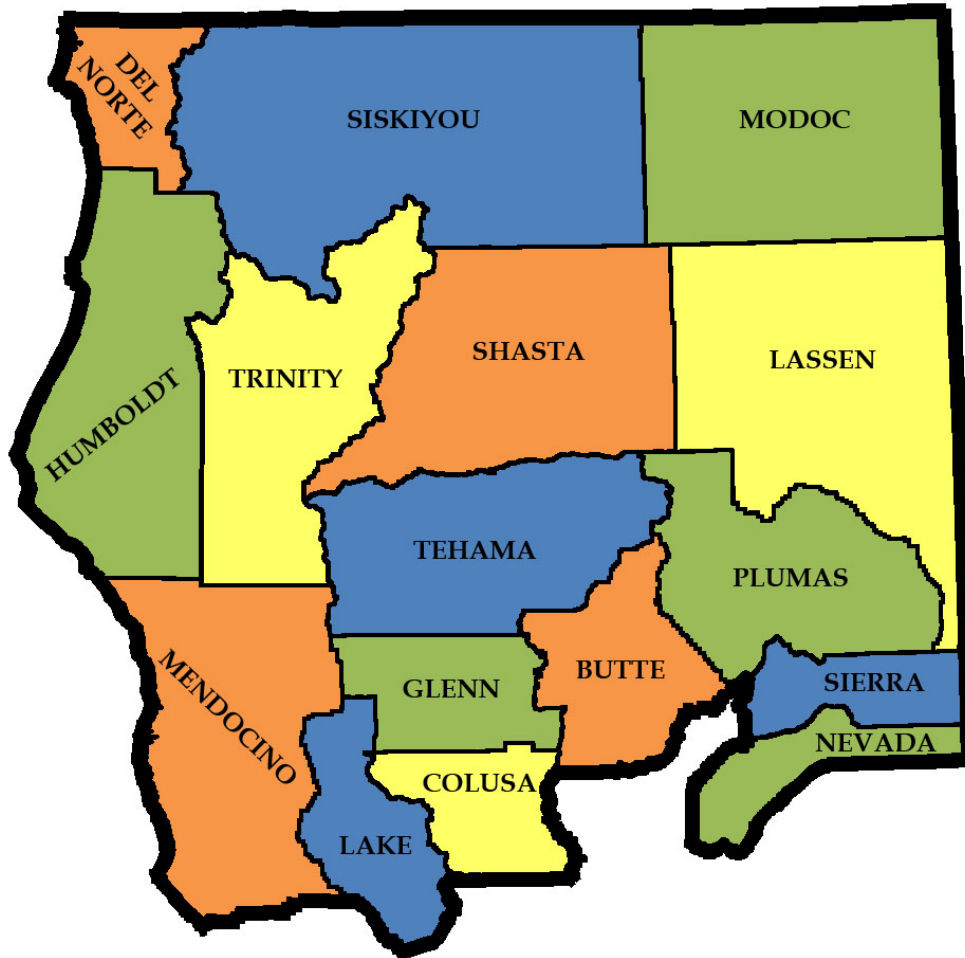
All protests must be in writing within five (5) business days from the results notification. Protests shall be addressed to the executive director of the SCRTPA and be signed by the protesting party or an authorized agent. A description of the relief or corrective action being requested should also be included.

Only those protests stipulating an issue of fact concerning the following points shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator(s);
- Errors in computing the score; and/or
- Non-compliance with procedures described in this RFP or the Shasta County RTPA's established policies.

Protests not based on the above matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) SCRTPA'S assessment of its own and/or other agencies needs or requirements.

Protests shall be reviewed and responded to in timely manner. If a written appeal cannot be resolved satisfactorily, a written appeal may be submitted to the SCRTPA board a minimum of ten (10) days in advance of the board's action to approve the consultant selection.



## North State Super Region

Representing the counties of:  
Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc,  
Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity

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Shasta County Regional Transportation Planning Agency  
1855 Placer Street, Redding, CA 96001 • (530) 225-5654  
e-mail: [nssr16@gmail.com](mailto:nssr16@gmail.com) • website: [www.superregion.org](http://www.superregion.org)



**TURN ON TRACK CHANGES BEFORE MODIFYING DOCUMENT**

**PERSONAL SERVICES AGREEMENT BETWEEN THE SHASTA COUNTY REGIONAL  
TRANSPORTATION PLANNING AGENCY AND**

**XXXXXXXXXXXXXXXXXXXX**

This agreement is entered into between the Shasta County Regional Transportation Planning Agency ("SCRTPA") and **XXXXXXXXXX** ("Consultant") for the purpose of **brief description of work** \_\_\_\_\_

**1. RESPONSIBILITIES OF CONSULTANT.**

A. Pursuant to the terms and conditions of this agreement, Consultant shall

**Select Option:**

**Fill in description of work to be performed.** Work plan deliverables include:

1. **List deliverables**
2. **xxx**
3. **xxx**

**If more than 3 deliverables, use the following and include Exhibit**

Consultant shall perform the services described in Exhibit **A** to this agreement which is attached hereto and incorporated within.

B. As required by Government Code Section 7550, each document or report prepared by Consultant for or under the direction of the SCRTPA pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: agency name, agreement number, and dollar amount.

C. **If project is a federal** insert this clause:  
The requirements of 49 CFR Part 26, regulations of the U.S. Department of Transportation, applies to this contract. Consultant shall submit required

Disadvantaged Business Enterprises (DBE) information as described in Section 13.

**2. RESPONSIBILITIES OF THE SCRTPA.**

The SCRTPA shall compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

**3. COMPENSATION.**

**Select Option:**

Consultant shall be paid up to **fill in dollar amount** for the services described in this agreement. **or** SCRTPA shall compensate consultant for labor costs and materials costs actually incurred in accordance with Exhibit **B**, which is attached hereto and incorporated herein.

In no event shall compensation paid by SCRTPA to Consultant pursuant to this agreement exceed \$**xxxxxxx**.

**4. BILLING AND PAYMENT.**

Consultant shall submit to the SCRTPA contract administrator **Select Option:**

within **xxxx days after completion of each of the services** prescribed in Section 1, an itemized statement or invoice of services rendered. **or** The SCRTPA shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

**5. TERM OF AGREEMENT.**

This agreement shall commence as of the date it has been signed by both parties and shall end **fill in term of agreement**.

**6. TERMINATION OF AGREEMENT.**

A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of the SCRTPA, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then the SCRTPA shall have the right to terminate this agreement for cause effective immediately upon the SCRTPA giving written notice thereof to Consultant. If termination for cause is given by the SCRTPA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to Paragraph B of this section.

- B. The SCRTPA may terminate this agreement without cause on 30 days written notice to Consultant.
- C. The SCRTPA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. The SCRTPA's right to terminate this agreement may be exercised by the Executive Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to the SCRTPA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the SCRTPA Executive Director.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

**8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the SCRTPA. The waiver by the SCRTPA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the SCRTPA to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of the SCRTPA is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were the SCRTPA employee. The SCRTPA shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under the SCRTPA's workers' compensation insurance plan nor shall Consultant be eligible for any other SCRTPA benefits. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**10. INDEMNIFICATION.**

Consultant shall hold harmless and indemnify SCRTPA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of the SCRTPA Counsel and counsel retained by the SCRTPA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of the SCRTPA) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the negligence or intentional wrongdoing of the SCRTPA. Consultant shall also indemnify the SCRTPA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall indemnify and hold harmless the SCRTPA with respect to Consultant's "independent contractor" status that would establish a liability on the SCRTPA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, Consultant shall indemnify and hold harmless the SCRTPA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from

the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

**11. INSURANCE COVERAGE.**

- A. Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the SCRTPA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the SCRTPA.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or services prescribed in this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. Consultant shall require subcontractors to furnish satisfactory proof to the SCRTPA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the SCRTPA Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall

maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.

(3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance that names *the SCRTPA, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days' written prior notice to the SCRTPA*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

(4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each suit insured against whom a claim is made or suit is brought."

(5) Consultant shall provide the SCRTPA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.

(6) The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of

not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, the SCRTPA may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability required by this agreement provided by the policy of insurance, Consultant shall provide the SCRTPA a certificate of insurance reflecting those limits.

**12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the SCRTPA, Consultant shall give prompt and timely notice thereof to the SCRTPA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code Sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the SCRTPA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **xxxx** percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

**14. ACCESS TO RECORDS/RETENTION.**

The SCRTPA, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or the SCRTPA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after the SCRTPA makes final payment hereunder.

**15. CONSULTANT'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant'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 agreement. Consultant's failure to cure such default within 90 days of notice by the SCRTPA shall be grounds for termination of this agreement.

**16. LICENSES AND PERMITS.**

Consultant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County

of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by the SCRTPA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by the SCRTPA.

**17. PERFORMANCE STANDARDS.**

Consultant shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

**18. CONFLICTS OF INTEREST.**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**19. NOTICES.**

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to the SCRTPA: Executive Director  
Shasta County Regional Transportation  
Planning Agency  
1855 Placer Street  
Redding, CA 96001

If to Consultant: xxxxxxxxx  
xxxxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxxxx

B. Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

**20. AGREEMENT PREPARATION.**

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code Section 1654.

**21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code Sections 87100, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the SCRTPA's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any SCRTPA decisions which may affect Consultant's financial interests. If required by the SCRTPA's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code Section 53234 *et seq.*

**22. CONFIDENTIALITY.**

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

**23. SCOPE AND OWNERSHIP OF WORK.**

The scope of work shall be as prescribed in Paragraph 1. All research data, reports, and every other work product of any kind or character arising from or related to the scope of work of this agreement shall become the property of the SCRTPA and be delivered to the SCRTPA upon completion of its authorized use pursuant to this agreement. The SCRTPA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCRTPA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**24. USE OF SCRTPA PROPERTY.**

Consultant shall not use SCRTPA premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

**25. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or SCRTPA ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Note: If project is funded with Federal Transit Administration funds, FTA clauses must be inserted in body of document. Required clauses are available on the FTA website.**

**IN WITNESS WHEREOF**, the SCRTPA and Consultant have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

**Shasta County Regional  
Transportation Planning Agency**

Date: \_\_\_\_\_  
\_\_\_\_\_  
Leonard Moty  
Chair

**OR**

Date: \_\_\_\_\_  
\_\_\_\_\_  
Daniel S. Little, AICP  
Executive Director

**If Executive Director is to sign, include recommendation in staff report and a resolution authorizing the executive director to execute agreements, certifications and assurances, and non-monitory changes to agreement. Include other actions if needed.**

\_\_\_\_\_  
XXXXXXXXXX  
Consultant

Tax I.D. **DO NOT PUT SOCIAL SEC # HERE** \_\_\_\_\_

Approved as to form:

John Kenny, Counsel  
Shasta County Regional

Transportation Planning Agency

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John Kenny