

August 21, 2009

To all interested firms:

The San Benito County Local Transportation Authority (LTA) is requesting proposals from qualified consultants to develop a "Transit Design Manual" for San Benito County. The purposes of the "Transit Design Manual" shall be the following:

- Explanation of significant benefits of transit accessibility
- Review the goals and standards used by the Local Transportation Authority to make service decisions
- Provide operational and design standards

The attached Request for Proposals outlines the need and lays out a scope of services.

ISSUING DEPARTMENT:

San Benito County Local Transportation Authority

Date Issued:

Friday, August 21, 2009

Proposals Due Date:

Friday, October 2, 2009 at 2:00 p.m. (no postmarks accepted)

All proposals **must** be received on or before the date and time listed above. A proposal received after the date and time listed above shall not be considered.

Invitations to Interview:

No later than Friday, October 9, 2009 at 5:00 p.m.

Invitations to interview will be sent to the most qualified firms, based on proposal scores. It is required that the email address of the proposed project manager be located in the cover letter. The project manager's email address will be used by the LTA to notify the proposers if they have been selected for interviews.

Interview:

Wednesday, October 14, 2009
Local Transportation Authority
330 Tres Pinos Road, Suite C7,
Hollister, CA 95023

Number of Copies:

One (1) original and five (5) copies.

Exhibits:

There are five exhibits to this Request for Proposals. The exhibits govern this Request for Proposals and are incorporated as part of this Request for Proposals by this reference.

The following exhibits are incorporated:

Exhibit 1: Scope of Services

Exhibit 2: Proposal Content

Exhibit 3: Consultant Selection Process

Exhibit 4: Standard Contract to be Executed by the Local Transportation Authority and the Successful Proposer

Exhibit 5: General Provisions Governing the Request for Proposal Process

Exhibit 6: Maps of the Service Area

Inquires and Questions Contact

Inquires concerning the project and proposal requirements should be directed in writing (via e-mail, letter, or fax) to:

Betty LiOwen

Transportation Planner

San Benito County Local Transportation Authority

330 Tres Pinos Road, Suite C7

betty@sanbenitocog.org

Phone: (831) 637-7665

Fax: (831) 636-4160

No questions or inquires will be received after 12:00 p.m., Tuesday, September 22, 2009. Postmarks will be not accepted. The last addendum will be issued by the LTA no later than 6:00 p.m. on September 25, 2009.

Proposal Submittal

One (1) original and three (3) copies of the consultant's proposal and a separately sealed envelope with the cost of proposed services shall be submitted by 2:00 p.m., Wednesday, October 14, 2009 addressed to:

Lisa Rheinheimer

Executive Director

San Benito County Local Transportation Authority

330 Tres Pinos Road, Suite C7

Hollister, CA 95023

Proposals received after the deadline will not be accepted. It is the consultant's responsibility to check the LTA's website (www.SanBenitoCountyExpress.org) to get updates/clarifications on this Request for Proposals.

Proposals shall be sealed and clearly marked with the consultant's name and the description, "RFP Transit Design Manual" on the outside of the envelope.

The proposal shall be signed by an official authorized to bind the firm, and shall contain a statement to the effect that the proposal is valid for ninety (90) days. Proposals received incomplete or late, for any reason, will not be accepted.

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL

By: Shirley L. Murphy 8/14/09
SHIRLEY L. MURPHY, DEPUTY COUNTY COUNSEL

REQUEST FOR PROPOSALS: #09-01

DEVELOPMENT OF A TRANSIT DESIGN MANUAL FOR SAN BENITO COUNTY

GENERAL

The San Benito County Local Transportation Authority, herein referred to as “LTA”, is seeking proposals from qualified firms to develop a “Transit Design Manual” for San Benito County that will provide design standards and specifications for various future transit facilities for its local public transit system.

The LTA is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County. The LTA is a Joint Powers Authority between the City of Hollister, City of San Juan Bautista and the County of San Benito. The Board of Directors consists of two elected officials from each of the City of Hollister City Council and the County of San Benito Board of Supervisors and one elected official from the City of San Juan Bautista City Counsel.

Two committees provide technical and accessibility advice on transportation related issues to the LTA: Social Services Transportation Advisory Council (SSTAC) and the Technical Advisory Committee (TAC). SSTAC advises the LTA on accessibility issues for the elderly, persons with disabilities and persons of limited means. TAC provides technical assistance and recommendations on transit planning and projects to the LTA.

BACKGROUND

The County of San Benito is a 1,391 square mile bedroom community to Silicon Valley and has a vibrant agricultural economy. The county seat is the City of Hollister, where most of the public transportation is located. The County population is roughly 58,000. The City of San Juan Bautista, which has several nationally recognized Historic Sites and is a Preserve America Community, has a population of roughly 1,800.

The LTA is responsible for administration and operation of County Express, the primary public transportation for the County. In addition to those responsibilities, the LTA may also review new commercial and residential developments that have a public transit element. Presently, the LTA and other local jurisdictions do not have design standards specific to needs and characteristics of the County of San Benito. The LTA has been using design standards from Monterey-Salinas Transit for Monterey County to review proposed transit facilities. To ensure consistency of new transit facilities and aid in design of possible renovations of existing transit facilities for the County, the LTA would like to have a “Transit Design Manual” developed for the County.

SERVICE AREA

County Express provides Fixed Route, Dial-A-Ride, Paratransit, and Intercounty services to the residents and visitors to the County of San Benito. The table below provides service area information and the days of operation for each of the services:

<u>Service</u>	<u>Service Area</u>	<u>Days of Service</u>
Fixed Route	Hollister	Monday thru Friday
Paratranist	Hollister	Monday thru Friday
Dial-A-Ride	Hollister, San Juan Bautista, Tres Pinos	Monday thru Sunday
Intercounty Gavilan	Hollister, San Juan Bautista, Gilroy (Gavilan College)	Monday thru Friday
Intercounty Caltrain	Hollister and Gilroy (Caltrain Station)	Monday thru Friday
Intercounty Greyhound	Hollister, San Juan Bautista, Gilroy (Greyhound Station)	Saturday

For more County Express service information, please visit its website at:
www.SanBenitoCountyExpress.org.

A map of existing service area is provided in Exhibit 6.

EXHIBIT 1 – SCOPE OF WORK

Task 1. Review and Evaluate Current Design Requirements

The consultant will review the General Plans of the County and the Cities of Hollister and San Juan Bautista and design requirements from the Downtown Association and Historical Society in the County and the Bicycle and Pedestrian Master Plan.

Task 2. Stakeholder and Public Participation

The consultant shall also hold two (2) public workshops for the public to view and comment on the draft Transit Design Manual.

Task 3. Contents of Transit Design Manual

Using the information gathered from Task 1 and 2, the consultant shall develop a Transit Design Manual that shall have the following elements:

- Introduction
- Design and detailed specifications for various types of transit facilities
- Site and architectural review checklist for new and redevelopment of residential and commercial sites
- Develop a fee schedule for LTA staff to perform site reviews for commercial and residential development proposals.

The Transit Design Manual shall be consistent with local plans, Caltrans standards, and zoning ordinances.

Task 4. Expectations and Deliverables

The consultant will work under the supervision of the LTA's Transportation Planner to develop a Transit Design Manual for San Benito County. The consultant shall provide the following deliverables:

Administrative Draft Transit Design Manual

Consultant shall develop one Administrative Draft of the Transit Design Manual. The draft shall be provided to the LTA as an electronic version on a CD prior to the submission of the Draft Transit Design Manual.

Draft Transit Design Manual

Consultant shall provide five (5) bound copies and five (5) CDs of the Draft Transit Design Manual that will be submitted to the SSTAC, TAC, BPAC and the LTA's Board of Directors for comment. The CD shall contain an electronic version of the Draft on distribution.

Final Transit Design Manual

Consultant shall provide fifteen (15) bound copies of the Final Transit Design Manual that will be submitted to Board of Directors for consideration. Consultant shall also provide LTA staff an electronic version of the Final on a CD. The Final shall be made available in its native format and Portable Document Format (PDF).

Electronic Versions

All electronic versions of the Transit Design Manual shall be compatible with Microsoft Word 2003 and Adobe Standard.

END EXHIBIT 1

EXHIBIT 2 – PROPOSAL CONTENT

The proposal shall not exceed 20 double-sided printed pages (excluding cover sheet, table of contents, resumes, samples of work product and index(s) sheets). Resumes included with the proposal shall not exceed one-single sided printed page per person listed in the Project Team flow chart. The proposal shall include the following as a minimum:

1. Cover Letter

2. Project Understanding

Provide a detailed discussion of the project including a description of the proposed work plan to complete the design services. Include a discussion of deliverables, project milestones, key decision points and methods. Consultants are encouraged to explain, in detail, their understanding of the scope of work and to identify any supplemental tasks deemed necessary that may enhance the project or reduce its costs.

3. Project Team

Include a flowchart of the organization for the project showing the proposed principal-in-charge, project manager, and key project staff including subconsultants that will be assigned to the project. Provide a narrative description of the qualifications and experience of each key person along with their proposed project responsibilities. A resume may be included for each person shown on the flowchart. List the names, addresses, telephone numbers, email addresses, website and references for any anticipated subconsultants.

4. Project Schedule

Include a detailed schedule for completion of each task for the development of the Transit Design Manual required for the contract. Provide a timeline outlining days required to complete each task as outlined in this Request for Proposal. Show critical path elements of the project and discuss any constraints in meeting the LTA's desired timeline. The LTA anticipates the delivery of final products by June 30, 2010.

5. Work Plan

Include a spreadsheet in the proposal showing the number of hours anticipated for each staff member for each applicable task of the project. The work plan in the proposal shall not include the billing rate as it will be included in the Cost of Proposal.

6. Statement of Qualifications

Include descriptions of projects completed within the past five years that are comparable in scope to the proposed project. Identify key staff, including sub-consultants and their responsibilities in the example projects and how they will be utilized on the LTA's proposed project. Internet links to related design samples are encouraged.

7. References

Provide three design client references including names, addresses, telephone numbers and email addresses that may be contacted by the LTA staff.

8. Samples of Work Products

Provide up to two examples of work product. The examples may be provided as a hard or soft copy. A brief paragraph describing the sample may be included.

9. Cost of Proposal

In a separate sealed envelope, include the firm's cost for providing the requested services of this Request for Proposal and the other items that the consultant feels should be included. Include a breakdown showing the classifications of the persons working on each task, their billing rate, the total hours projected that they will work on each task, their total charge as well as all other incidental charges that comprise the firm's fee. The fee amount will not be considered in the interview selection of the proposers. The cost of proposal will be opened after all the interviews have been conducted.

END EXHIBIT 2

EXHIBIT 3 – CONSULTANT SELECTION PROCESS

The consultant's proposal will be evaluated using the categories shown below.

1. Delivery

Ability to accomplish tasks in a timely manner as evidenced by proposed staffing, schedule for each task, and consultant references.

2. Experience

Qualifications of the consultant team and staff and any sub-consultants and their staff assigned to this project as evidenced by information provided as part of the proposal, including demonstrated experience in completing projects similar in nature, size, and scope; length of time the consultant and proposed sub-consultants, if any, have been performing the types of tasks outlined in the Request for Proposals; demonstrated experience and length of time the consultant has successfully been working on similar tasks; and demonstrated experience and success with designs for similar projects.

3. Methodology

The consultant's approach and thoroughness in the methods and techniques proposed to accomplish each task, as reflected in the proposal.

4. References and Reputation

The consultant's experience, quality of work, reliability, and record and ability to perform tasks on schedule, as evidenced by performance on past contracts of similar size and complexity. Familiarity with the locality and understanding of regional needs.

5. Responsiveness

The consultant's demonstrated understanding of project needs, overall approach and thoroughness of the proposal in submitting all information designated and required with this Request for Proposals.

6. Written Submittals

The overall quality of the writing and presentation of the materials submitted in response to this Request for Proposals as an example of the consultant's quality of work.

7. Samples of Work Product

The overall quality of the samples of work product.

Once all proposals have been evaluated with the above criteria, the LTA will select, in their own opinion, the two best qualified proposers to interview with a panel. The LTA will notify all proposers whether they have been selected no later than Friday, October 23, 2009 at 5:00 p.m., via email.

The LTA and the panel members will use the interviews to ask additional questions to each invited proposer. After the interviews, the LTA and panel members will evaluate each interview. After the evaluation, the sealed cost of proposals will then be opened for the LTA and panel members to review.

END EXHIBIT 3

EXHIBIT 4 – STANDARD CONTRACT TO BE EXECUTED BY LTA AND THE SUCCESSFUL PROPOSER

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and _____ ("CONSULTANT") 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 December 31, 2011 unless sooner terminated as specified herein.

2. Scope of Services.

CONSULTANT, 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 CONSULTANT's performance, LTA shall pay compensation to CONSULTANT 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.

CONSULTANT 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: Lisa Rheinheimer

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 CONSULTANT:

Name:

Title:

Address:

SIGNATURES

APPROVED BY LTA:

APPROVED BY CONSULTANT:

Name: Anthony Botelho, Chair

San Benito County Local Transportation
Authority

Date:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel

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 by the successful proposer's proposal.

ATTACHMENT B
Payment Schedule

B-1. 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 CONSULTANT 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 CONSULTANT: (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)

CONSULTANT shall invoice monthly at an hourly rate for services rendered pursuant to 4-B (a) and (b) of this Contract. CONSULTANT 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 CONSULTANT. The monthly progress report shall include the following:

- Brief description on the tasks in progress or 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 final Transit Design Manual has been adopted by the City Councils of Hollister and San Juan Bautista, Board of Supervisors, and the San Benito County Local Transportation Authority.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONSULTANT 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 CONSULTANT's duty to indemnify LTA, CONSULTANT 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.

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

- (a) Comprehensive general liability insurance. CONSULTANT shall maintain comprehensive general liability insurance, covering all of CONSULTANT'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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT and prior to any obligations of LTA, CONSULTANT shall file certificates of insurance with LTA, showing that CONSULTANT has in effect the insurance required by this contract. CONSULTANT 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, CONSULTANT may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONSULTANT warrants that CONSULTANT's self-insurance provides substantially the same protection to LTA as the insurance required herein. CONSULTANT 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.

CONSULTANT shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONSULTANT shall contractually require that all of CONSULTANT's subconsultants performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONSULTANT or any subCONSULTANT, 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.

CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT or any subconsultant of CONSULTANT shall, after completion and acceptance of the contract, become the property of

LTA, and shall not be subject to any copyright claimed by the CONSULTANT, subconsultant, or their agents or employees. CONSULTANT may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONSULTANT, any subconsultant, or any of their agents or employees, without the prior written consent of LTA is prohibited.

C-8. INDEPENDENT CONSULTANT.

CONSULTANT and its officers and employees, in the performance of this contract, are independent CONSULTANTS 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. CONSULTANT 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. CONSULTANT further represents to LTA that CONSULTANT has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONSULTANT 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. CONSULTANT further covenants that, in the performance of this contract, no subconsultant or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONSULTANT 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.

CONSULTANT 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.

CONSULTANT shall immediately notify LTA in the event that CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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.

CONSULTANT and CONSULTANT'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 CONSULTANT. CONSULTANT and all of CONSULTANT'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.

CONSULTANT agrees that LTA shall have the right to deduct from any payments specified in Attachment B any amount owed to LTA by CONSULTANT 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 CONSULTANT 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 OF ATTACHMENT C.

END EXHIBIT 4

EXHIBIT 5 – GENERAL PROVISIONS GOVERNING THE REQUEST FOR PROPOSALS PROCESS

1. SUBMITTAL OF REQUEST FOR PROPOSAL PACKAGE.

- A. Sealed proposals will be accepted until the date and time specified on the Request for Proposals. Use of U.S. Mail will be at the proposer's risk. Proposals received after this date will not be considered. Facsimile transmission of proposals is unacceptable.
- B. Proposals must be signed by the proposer or by a duly authorized officer of the proposing organization, delivered along with all required documents, sealed and plainly addressed to the agency representative specified on the Request for Proposals.
- C. All costs of the preparation of a proposal shall be the responsibility of the proposer.
- D. The original and the number of copies specified on the Request for Proposals must be completed and submitted as outlined herein.
- E. If a prospective proposer has any questions relating to this Request for Proposals, the questions, in writing, must be received by LTA representative seven (7) days before the deadline for proposals. Questions will not be accepted by FAX, telephone or orally. All questions and responses thereto will be distributed to all persons requesting a Request for Proposals package, potential proposers or actual proposers. LTA reserves its right to decline to respond to any questions if, in LTA's assessment, the information cannot be obtained and shared with all potential persons in a timely manner.
- F. All materials submitted in response to the Request for Proposal become the property of LTA and shall not be returned.

2. WITHDRAWAL OF PROPOSALS.

- A. The proposer may withdraw a proposal by submitting a written request for its withdrawal to a LTA representative at any time prior to the proposal submission deadline. The withdrawal shall be signed by the proposer or an authorized agent of the proposer.
- B. The proposer may thereafter submit a new proposal prior to the deadline. Modifications of a proposal offered in a manner, oral or written, will not be considered after the deadline.

3. SELECTION PROCEDURE.

- A. LTA will review proposals and determine which proposers may be called for an oral interview. All others may be eliminated from consideration.
- B. Proposals will be evaluated on the criteria specified in the Request for Proposals.
- C. LTA will rank the proposals in descending order of preference. LTA will then select the preferred proposal. All proposers shall be notified of the proposal which is ranked highest. No other information will be released.

- D. LTA and the highest ranked proposer shall negotiate terms of a contract consistent with the Request for Proposals and the proposal. The successful proposer will be expected to enter into the agreement appended to this Request for Proposals.

4. MISCELLANEOUS PROVISIONS

A. Covenant Against Contingent Fees

All agreements for consultant services in which federal funds are to participate shall contain the following clause:

“The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.”

B. Design Standards

The agreement includes reference to the appropriate standards for design or other standards for work performance stipulated in the consultant agreement.

C. Documentation

Agreements, where appropriate, shall provide that the consultant document the results of the work to the satisfaction of the local agency, and if applicable, the state & FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the agreement objectives.

D. Ownership of Documents

The agreement provides that tracings, plans, specifications, and maps prepared, or obtained under the terms of the agreement be delivered to and become the property of the local agency. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under such agreement shall be made available upon request to the local agency without restriction or limitation on their use. When an agreement is for preliminary plans only, no commitment should be stated or implied that would constitute a limitation of the subsequent use of the plans, or ideas incorporated therein for preparation of construction plans.

- E. If agreement is not reached within a reasonable time after the highest ranked proposal is selected, LTA reserves its right to terminate negotiations with the highest ranked proposer, suspend the process entirely or request new proposals.
- F. LTA reserves the right to reject any and all proposals received pursuant to the Request for Proposals. LTA is under no obligation to award any contract.
- G. There shall be no appeal of any decision of LTA, or any LTA representative.
- H. Delays and Extensions

The agreement provides for an appropriate extension of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment.

- I. Termination or Abandonment

A procedure covering among other things, the ownership of work completed or partially completed, including the basis of payment, is established in the event of termination of the agreement prior to completion of the work. Conditions for termination due to default and circumstances beyond the control of the Consultant are included.

- J. Remedies

Provision(s) are included allowing administrative, contractual, or legal remedies for violation or breach of contract terms, citing appropriate sanctions and penalties.

- K. Disputes

The agreement provides for a procedure to resolve any dispute concerning a question of fact in connection with the work not settled by agreement between the parties. Such procedures should conform to the practice followed by the local agency in resolving disputes in other contractual matters.

- L. Responsibility for Claims and Liability

The consultant shall be required to save harmless the local agency or other agency of government from all claims and liability due to his/her negligent acts, or the negligent acts of his/her subconsultants, agents or employees.

- M. General Compliance with Laws and Wage Rates

The consultant shall be required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

- N. Subconsultants, Assignment and Transfer

Consultant services are considered to be a personal relationship between client and principal; therefore, agreements in which participating federal and/or state funds are furnished shall contain a clause expressly prohibiting the subcontracting, assignment, or transfer of any of the work except, as otherwise provided for in the executed agreement. All contracts shall provide that

subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

O. Consultant's Endorsement on PS&E/Other Data

The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

P. Disadvantaged Business Enterprise Considerations

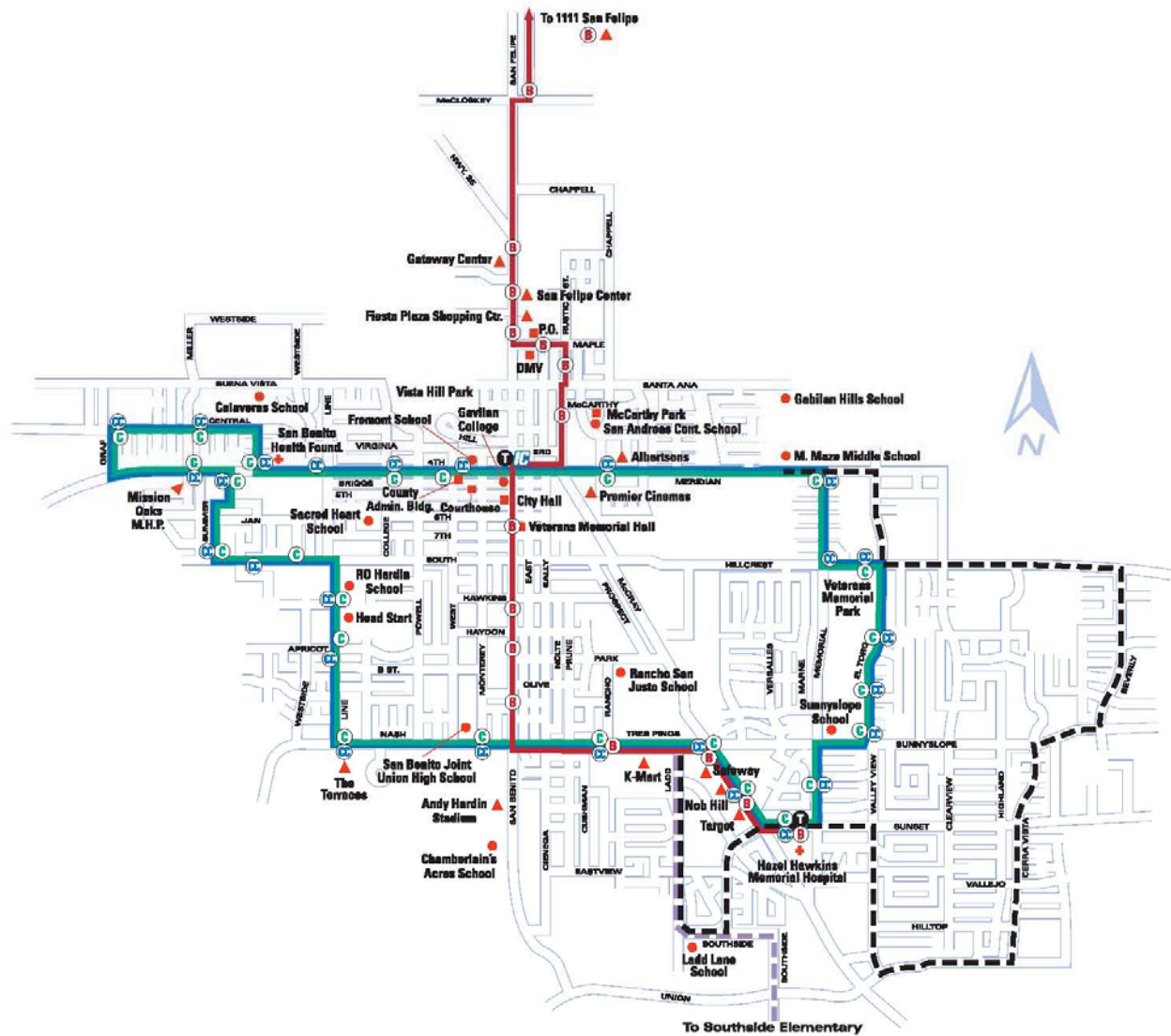
Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR Part 26, and in Exhibit 10-I "*Notice to Bidders/Proposers Disadvantaged Business Enterprise Information.*"

Q. Insurance

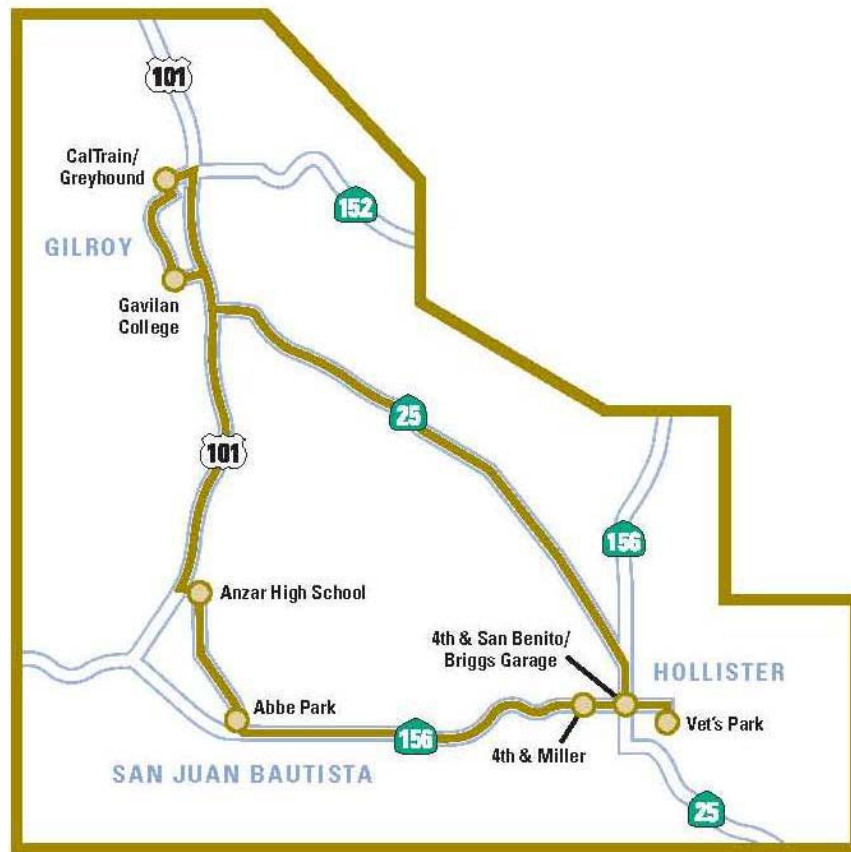
The contract should provide for professional liability insurance and vehicle liability insurance limits. The contract should specify the reasonable amounts of such insurance, as required by the local agency. A method of verifying that the insurance is in effect should be included. Also, a method of notifying the local agency, if the specific insurance has been changed or cancelled should also be in the contract.

END EXHIBIT 5

Fixed Route Service Area in City of Hollister

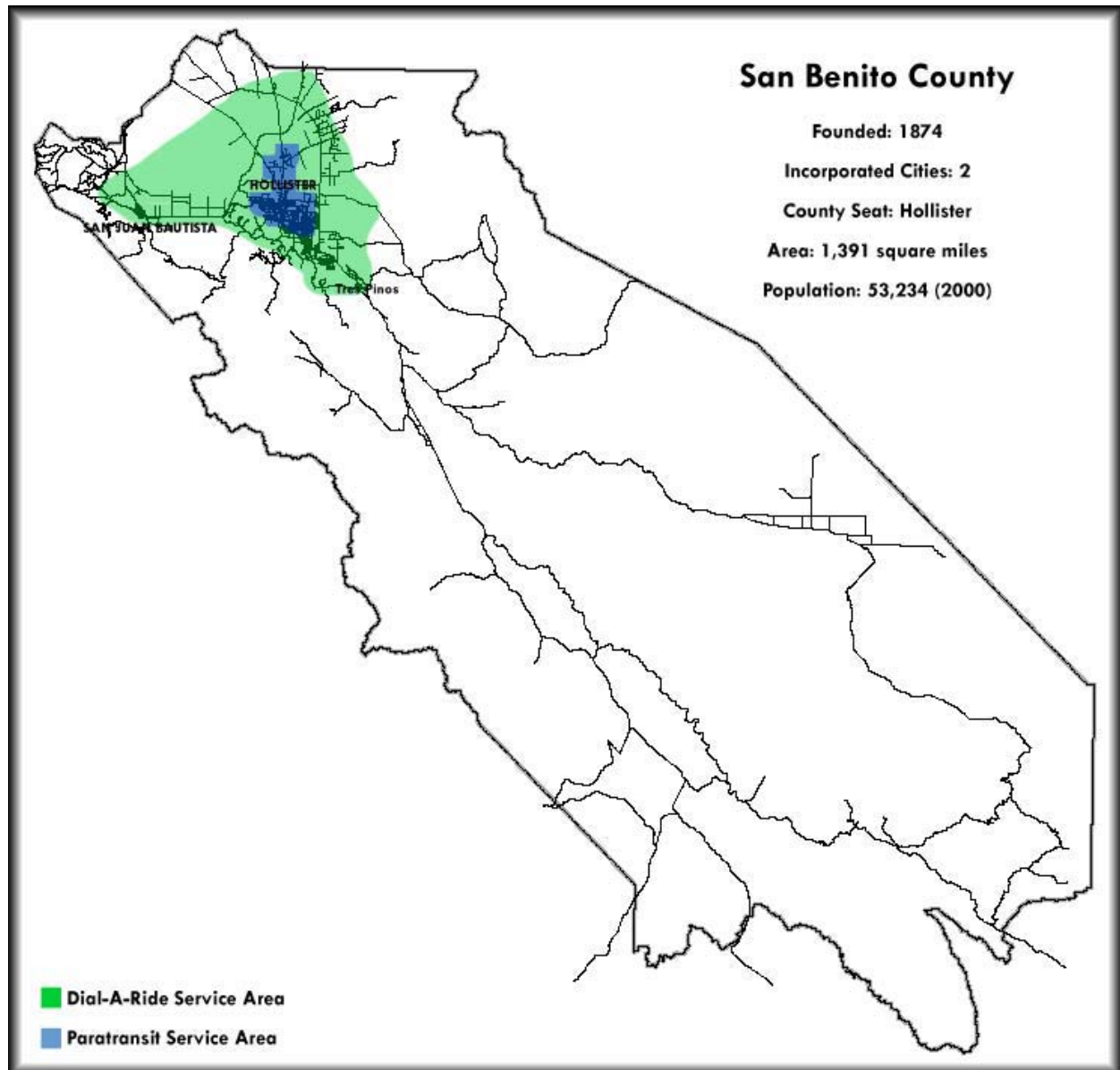


Intercounty Service Area in Cities of Hollister, San Juan Bautista, and Gilroy



Intercounty Routes to Gilroy from Hollister and San Juan Bautista

Dial-A-Ride and Paratransit Service Area in County of San Benito



END EXHIBIT 6