

**REQUEST FOR PROPOSALS**  
**INTEGRATED TRAFFIC DATA COLLECTION**  
**AND**  
**MANAGEMENT PLAN**  
**FOR THE SHASTA COUNTY**  
**SOUTH CENTRAL URBAN REGION (SCUR)**



**SHASTA COUNTY REGIONAL TRANSPORTATION PLANNING AGENCY (SCRTPA)**

**1855 Placer Street  
Redding, CA 96001**

**January 2012**

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## 1. INTRODUCTION

### 1.1 BACKGROUND

Over the past decade, growth in Shasta County has led to congestion on key state and local transportation facilities. Funding for capacity expansion is limited, and strategies are needed to preserve mobility on existing facilities. The ability to quantify the number and type of vehicles would assist transportation planners and engineers in reducing the fiscal and environmental impact of their growing numbers.

The region's ability to address federal and state priorities such as climate change is limited by the inability to relay the information in terms of data that can be collectively understood, accepted, and that shows a need for continued investment in our region. Data collection and management is critical to develop and monitor the performance of transportation management strategies and characterizing transportation modes.

The Shasta County Regional Transportation Planning Agency (SCRTPA) and Caltrans District 2 (D2) seek the services of a qualified consultant to develop an implementation plan for real-time traffic monitoring technology in Shasta County's greater Redding area, also termed the South County Urban Region (SCUR).

This contract is for \$95,000 and is contingent upon availability of funding at the time of award. Work should begin in mid-March, 2012 and is expected to continue through autumn 2012.

### 1.2 PURPOSE AND NEED

The SCRTPA and Caltrans desire a blueprint for design of a system that identifies, classifies and relays information on vehicle movement and level of service on the highway system. Real-time traffic data is needed to support long-range planning, traffic impact analysis, project and economic development, development of performance measures, and the region's Sustainable Communities Strategies (SCS), pursuant to Senate Bill 375.

The purpose of the study is to create a planning document to guide the implementation of a system to collect traffic census data in Shasta County, specifically in the SCUR, on Interstate 5 (I-5), the backbone of transportation in the area. Other major gateways feeding I-5 include State Routes 299 and 44. The study will identify improvements needed to ITS infrastructure, data management and distribution formats. Gateways and interchanges will require focused evaluation, as they are strategic points to gather freight movement and other pertinent data.

Ideally, the SCRTPA seeks the following real-time data, and a simple means to make the information readily accessible:

1. Traffic counts by vehicle class on I-5 segments in the SCUR and select County gateways
2. Vehicle speed
3. On-, off-, and thru-counts at major interchanges
4. A means to determine intra-and thru-county trips

The data will be used for performance monitoring, project analysis, and for development and update to SCRTPA's travel demand model.

This study will evaluate the advantages of real-time traffic data collection technologies and provide an implementation plan that addresses emerging technologies, cost-benefit analysis, and system maintenance expectations.

The SCRTPA has the following resources available to the consultant. They are located at the SCRTPA office unless otherwise noted:

- High-definition aerial photography (2010) with pixel resolution to 6 inches
- Inventory of camera locations and fiber optic lines (ITS Architecture document)
- A command center at Caltrans with fiber optic data connectivity projects in process
- Lidar mapping (2010) in one-foot intervals
- Transportation System Network (TSN) database for local census data. A password can be obtained from Caltrans
- Shasta County ITS Architecture (2006) containing:
  - Stakeholder information
  - ITS inventory (existing, planned, being implemented)
- Shasta County Travel Demand Model

[http://www.scrtpa.org/RT\\_TDM.htm](http://www.scrtpa.org/RT_TDM.htm)

- Caltrans Performance Measurement System (PeMS) software system

<http://www.path.berkeley.edu/PATH/Publications/PDF/PRR/2009/PRR-2009-25.pdf>

and

<http://pems.dot.ca.gov/>

- Origin and Destination Study (2007)
- Interview stakeholders at Caltrans, SCRTPA, etc.

### 1.3 DELIVERABLES AND SCOPE OF WORK

The study will result in a plan to upgrade and expand existing data collection processes and real-time data sharing.

## **DELIVERABLES**

Following are the primary deliverables expected from this study:

- A layout of existing infrastructure database and mapping
- Regional data gaps, needs, and potential solutions
- Layout of new data collection locations
- Implementation plan broken out by project, location, and cost
- Current data sharing modes and new, proposed sharing
- Maintenance and life cycle costs
- Policy and procedures manual for Caltrans use

## **SCOPE OF WORK**

### **Task 1: Identify potential applications and benefits of real-time data.**

Identify, quantify and document the uses and benefits of real-time data. Interview SCRTPA staff, Caltrans and stakeholders to ascertain what value they see in the information. Review emerging technology and analyze whether it will meet D2 and SCRTPA's future needs. The evaluation is to consider:

- Pinpointing when and where recurring congestion is happening or projected in the study area
- Recommendations to improve incident response
- Ramp metering as a component
- Traveler information, CEQA/NEPA compliance, GIS integration, traffic modeling, and performance measures

### **Task 2: Inventory and evaluate current traffic census data collection processes, infrastructure, storage, data collection and sharing.**

2.1 Verify the SCUR, major county gateways and interchange areas, boundaries and other spot locations to collect traffic data. Include consideration of freight movement and economic factors such as tourism and major commercial locations.

2.2 Inventory existing ITS collection infrastructure.

- Map all existing elements on aerial photography in GIS format to nearest 0.01 post mile
- Document the status of each element (operational, non-operational, remotely accessible, etc.)
- Document the information produced at each location (including frequency and duration of data produced) and type of data output
- Communication infrastructure

2.3 Develop a description of existing ITS data collection practices, including census data. Interview staff, review existing guidance and procedures, identify suspect data and integrity issues.

2.4 Develop a description of existing ITS data reporting tools, including PeMS, the Caltrans Transportation System Network (TSN), and other web-based sources.

- Review the data via existing systems focusing on ease of access, presentation, timeliness, completeness and accuracy of the data
- Determine whether data is, or can be, available in a useful format and with the potential for report formatting

**Task 3: Recommend alternatives that would enhance data collection, new technologies, systems, and processes and better align with current and future needs.**

3.1 Identify deficiencies in current reporting tools and suggest optimization strategies. Analyses to include the availability, completeness, accuracy of data, general ease of use and timeliness.

3.2 Identify capabilities of existing equipment that is not fully utilized at present and suggest alternative methods for optimization.

3.3 Review emerging technology, planning requirements, and best practices and analyze whether it will meet D2 and SCRTPA's future needs. Conduct an analysis of the pros and cons of new technologies/systems.

- Evaluate the advantages and disadvantages of in- or out-of-pavement systems
- Assess the availability of infrastructure needed to support new systems
- Consider the capability of technology to deliver consistent, accurate, timely and reliable data
- Consider potential users, and their level of competency in accessing and manipulating the data
- Evaluate constraints within the Caltrans environment (including IT and contracting processes, staffing levels, training and expertise, etc.)

3.4 Identify alternatives for specific locations, types of equipment, and collection procedures to enhance the existing system, including the following:

- New data to be produced or collected at each location, including frequency and duration of collection
- Strategies to incorporate new and modified elements

3.5 Present alternative strategies to staff and other stakeholders for review and comment.

#### **Task 4: Develop an implementation plan.**

4.1 Determine the ultimate system plan based on the alternatives analysis and stakeholder interviews. Include consideration of the following factors in the recommendation:

- Maintenance required both in the field and digitally
- Labor involved in collecting data, as well as consideration of safety and staff exposure to traffic
- Vulnerability to vandalism
- Staff time getting data into usable format for analysis
- Provide quantitative and qualitative assessments and comparisons of system maintenance and life-cycle cost. Evaluate constraints within the Caltrans environment (including IT and contracting processes, staffing levels, training and expertise, etc.).
- Compatibility with existing data systems such as SCRTPA's GIS platform, travel demand model, census and other real-time programs
- Incorporate stakeholder concerns
- Ability to monitor traffic for congestion management and incident response
- Ability to use data for graphical/visual purposes, develop plans and reports, travel models, performance measures, project initiation documents, regional transportation plans and transportation concept reports, and CEQA and NEPA compliance for air quality management or other purposes
- Install ITS features as part of road construction projects or as a 'stand alone' project

4.2 Map new or modified elements on aerial photography compatible with current GIS practices. The SCRTPA and Caltrans desire a blueprint for design of a system that identifies, classifies and relays information on vehicle movement and condition of flow on the highway system. All information on vehicles in the system will be collected and available for analysis and sharing with transportation partners.

4.3 Identify the cost to implement a completely functioning system. Investigate strategies to fund the implementation plan.

- Fund as a stand-alone project or as a component of another project. Quantify the difference in cost as a stand-alone versus an addition to a planned project
- Potential need to phase installation of projects
- Maintenance costs, including calibration and replacement parts
- Operational costs, including staffing

4.4 Identify potential software, in addition to PeMS, which would allow SCRTPA, D2, cities, counties, consultants, and the public access to real-time information. Considerations to include:

- **Ease** of access/use

- Ability to **query** – this feature will be used frequently to pull data
- **Integration** with the SCRTPA GIS platform and Shasta County Travel Demand Model
- Conversion to **visual and graphical** representation
- Data sensitivity, privacy, security

**Task 5: Develop a policy and procedures manual for the collection program to ensure consistent, accurate and reliable data.** The manual should include frequency of data collection, placement of equipment, procedures to download and upload data, quick checks of data, and troubleshooting procedures.

## 2. PROPOSAL FORMAT AND SUBMITTAL

### 2.1 FORMAT FOR RESPONSE

The proposal should include a technical, management and cost component. Consultant may provide an alternative work plan to meet or exceed the study’s purpose, need and intended applicability. Alternatives that reduce cost and/or add value are encouraged. The SCRTPA reserves the right in its sole discretion to consider such alternatives and to award a contract in the best interest of the SCRTPA.

The proposal shall not exceed 20 pages, excluding resumes. Please submit one original document with a cover letter signed by an authorized individual, and five copies of the written proposal.

The following information should be included in the proposal:

#### 1) **Technical Component**

- a) Statement of understanding of the scope of work.
- b) Description of the proposed approach and methodology for the project.
- c) Detailed work plan.
- d) Schedule to complete the scope of work.

#### 2) **Management Component**

- a) A list of personnel on the project team and their resumes.
- b) A representative list of similar or contributing projects completed in the last five to ten years.
- c) At least three references from clients of similar projects, including their contact information.
- d) Proof of certification, if any, for Disadvantaged Business Enterprises (DBE) programs for both primary and subconsultants.

- 3) **Cost Component** - Include a proposed budget to complete the project, organized by task.

## 2.2 PROPOSAL SUBMITTAL

Submittals must be received by **February 21, 2012** by 5 pm. All proposals shall become the property of the SCRTPA. The cost of preparing and submitting a proposal and participating in the interview are at the sole expense of the proposer. The SCRTPA reserves the right to reject any or all proposals and to waive any informality, technical defect or clerical error in any proposal. Solicitation of proposals in no way obligates the SCRTPA to contract with any firm or individual. The decision to award a contract is at the sole discretion of the SCRTPA.

A pre-proposal meeting will be held February 1, 2012 at 8:30 am in the Executive Conference Room at the Caltrans District 2 office, 1657 Riverside Drive, Redding, CA. Participation in this meeting is not mandatory, but recommended.

## 3. EVALUATION AND CONTRACT AWARD

### 3.1 EVALUATION

The SCRTPA may select the top-scoring firms as finalists for an oral presentation. The SCRTPA reserves the right to award the contract to the consultant whose proposal is deemed to be in the best interest of the SCRTPA. The project manager may contact the proposer may be contacted for clarification of any portion of the proposal.

### 3.2 CONTRACT AWARD

The SCRTPA will notify the successful consultant of their selection in writing upon completion of the evaluation process. If accepted, the SCRTPA will formally approve the selection at their next SCRTPA Board meeting.

The successful consultant will then enter into a personal services agreement similar to that attached as Exhibit 4.2. In no event is the consultant to submit its own standard contract terms and conditions in response to this solicitation.

### 3.3 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 notification of results. 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

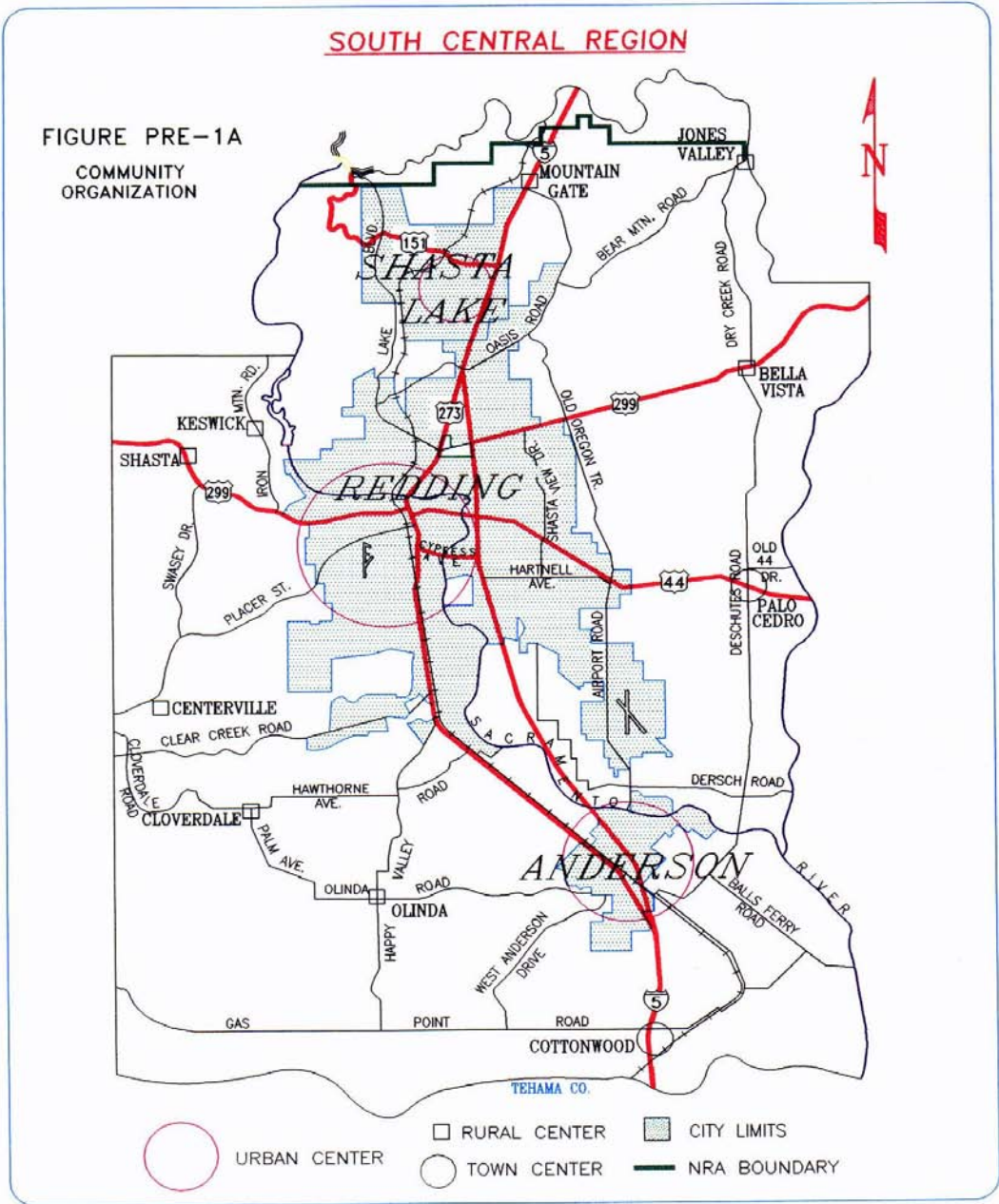
being requested should also be included. Only those protests stipulating an issue of fact concerning the following points shall be considered:

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

Protests not based on the above matters will not be considered. Protests will be rejected as without merit if they address an evaluator's professional judgment on the quality of a proposal, or the 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.

#### 4. EXHIBITS

**Exhibit A: South Central Urban Region (SCUR)**



**Exhibit B: Example Personal Services Agreement**

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

This agreement is entered into between the Shasta County Regional Transportation Planning Agency (“SCRTPA”) and xxxxxxxxxxx (“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/offers, including those who qualify as a DBE. A DBE contract goal of xxxx percent has been established for this contract. The bidder/offers 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/offers 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/offers'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: xxxxxxxx  
xxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxx

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

\_\_\_\_\_

John Kenny