



Request for Proposals

Functional Assessments to Determine Eligibility for ADA Paratransit Services

Notice is hereby given by the City of Santa Rosa (City) that it will receive sealed proposals for the procurement of the following services:

Furnishing the scheduling call center and staff, qualified assessment staff, an online database of client determinations accessible by the contracting entity, and supervision to determine ADA Paratransit eligibility. For Santa Rosa, the assessments will be held on Mondays and Thursday at the Transit Operations Building in Santa Rosa.

Sealed Proposals will be accepted until 3:00 PM on May 3, 2012 at Santa Rosa City Hall and will be addressed to:

Michael Ivory, Transit Planner
City of Santa Rosa
100 Santa Rosa Avenue, Room 6
Santa Rosa, CA 95404

Proposals are to be submitted in sealed envelopes clearly marked "2012 FUNCTIONAL ASSESSMENT PROPOSAL", together with all required submittals. Proposals which are incomplete or improperly submitted will not be considered. After 3:00 PM on May 3, 2012, all proposals properly submitted will be collected and subsequently evaluated. Please note that electronic submissions or facsimiles WILL NOT be accepted.

No respondent may withdraw his/her proposal within 30 days after the actual date of the opening.

It is the intention of the City to enter into negotiations with the proposer submitting the most advantageous proposal to the City to reach a final agreement. The determination of the most responsive proposal will be made by the Deputy-Director of the Transit Division. The City reserves the right to reject any and all proposals, or to accept the proposal deemed most advantageous to the City. No proposals, alterations, or modifications to proposals shall be allowed after the proposal submittal deadline. The City shall bear no responsibility for costs incurred by respondents in preparation of the proposals.

Anita Winkler
Deputy-Director of Transit

Request for Proposals

**Functional Assessments to
Determine Eligibility for ADA
Paratransit Services**

City of Santa Rosa Transit
100 Santa Rosa Avenue, Room 6
Santa Rosa, California 95404

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Request for Proposals

ADA/Paratransit Eligibility Contractor

Introduction

The City of Santa Rosa (City) currently has a contract with a contractor to perform the ADA Paratransit eligibility certification services which will end on June 30, 2012. The City is seeking proposals from qualified contractors for a new contract. In addition, two other entities, the County of Sonoma, and the City of Petaluma are also seeking proposals for the same services through this Entity request for proposals (RFP).

Proposers should understand that while the scope of services being sought by each Entity are similar, each Entity will negotiate and enter into an agreement with the contractor of its choosing.

General Project Description

The City, the County of Sonoma and the City of Petaluma (Entities) are seeking proposals from qualified proposers to perform the function of Eligibility Certification Contractor for the ADA Paratransit Eligibility Programs. The Entities desire to implement this program on July 1, 2012. The City of Santa Rosa desires to enter into a three year contract with two optional one year extensions. Each other Entity will negotiate its own separate agreement.

General Responsibilities of the Contractor

The Contractor shall be responsible for:

- A. Contacting the individual paratransit provider to schedule the transportation of clients to designated locations for the purpose of performing ADA paratransit functional assessments. Notifying the clients that the individual contracting paratransit provider will contact the client one day in advance of the scheduled Assessment appointment to inform the client the pick-up time.
- B. Conducting specific in-person physical, visual, and cognitive evaluations of clients to determine eligibility for ADA paratransit service.
- C. Making recommendations to Entities regarding the eligibility of clients. Notifying the clients of the evaluation determinations in writing and including a paratransit guidelines book and photo ID in the mailing.
- D. Ensuring that staff and facilities are available to effectively conduct Assessments.

The services described in this RFP require that the Contractor provide the following:

1. Clerical/administrative staff to greet applicants/clients, schedule evaluations, and perform data entry and other miscellaneous duties to manage the administration of the office site.
2. Qualified staff to perform the functional evaluations.
3. Ensure that staff performing services under Entity's agreements are aware of and sensitive to the needs of applicants with disabilities. Contractor's staff must be knowledgeable about medications used to treat a wide variety of disabilities and be qualified to assess functional abilities of individuals with a wide variety of disabilities.
4. The entities reserve the right to review and reject any personnel performing services under their contracts including prime and sub-contractor staff and personnel changes which may occur during the life of the contracts.
5. The entities expect the highest quality services in connection with the Assessments. The Entity may determine that a person performing services under their contracts is not adequately qualified or properly trained and may direct the Contractor to remove such persons from work on their contracts.

General Responsibilities of the Entity

The individual Entities shall be responsible for:

- Providing all background information
- Providing paratransit service, with the contracting paratransit providers, for the transportation of applicant/clients to and from the Contractor's certification facilities, if requested. The individual entities will pay the cost of such transportation services.
- Providing training of Contractor personnel on Entity's bus services and paratransit services and policies.
- Providing marketing materials for display at the Contractor's facility or distributing materials to the applicants.
- Administering the appeals process.

Background Information

The Americans with Disabilities Act (ADA) "

The Americans with Disabilities Act of 1990 provides that any public transportation system operating a fixed route service must provide for accessible transportation for

persons with disabilities by: 1) making all fixed route vehicles accessible to persons with disabilities and 2) providing complementary ADA Paratransit service for persons with disabilities that prevent them from using the accessible fixed-route service some or all of the time.

Current ADA Certification Process

The City currently contracts the performance of Assessments with an outside contractor. The other Entities oversee their own assessment process. Residents obtain eligibility by submitting completed applications to the entities for review and approval. Eligibility is limited to individuals eligible under ADA paratransit eligibility criteria. (see, 49 C.F.R. § 37. [123].

ADA eligibility is valid for a three-year period. The entities routinely send letters to clients in their databases to inform them that their ADA certification will be expiring. If the agency does not receive a response, the client is purged from the database following the certification expiration date.

The United States Department of Transportation has issued regulations pursuant to the ADA which describe the criteria by which persons with disabilities are eligible for paratransit service. Additional information concerning the definition of ADA paratransit eligibility and ADA paratransit service is available on line at:

<http://www.fta.dot.gov/civilrights/12876.html>

There are three categories of ADA eligibility and each can range from full to conditional eligibility. Eligibility limits the provision of paratransit service to conditionally eligible people on a trip-by-trip basis. For example, a person with a developmental disability who is travel-trained to use regular bus service solely between home and work may only be eligible for paratransit services for trips to other destinations. Some persons may have impairment-related conditions that affect them intermittently or which vary greatly from time to time. In these cases, the certification of conditional eligibility would be based on the most limiting aspect of their disability. For example, a person with multiple sclerosis may be certified based on the person's expected functional ability under the most debilitating physical impairment of that person's condition.

Some persons may have impairment-related conditions which in combination with architectural and/or environmental barriers prevent them from getting to or from a particular bus stop. Such persons may be certified conditionally eligible for such specific trips only.

The City estimates approximately 700-900 assessments per year after the process is implemented for the city plus an additional 300 for Sonoma County and 100 for Petaluma. Proposers are requested to remain open to the number of entities involved in this RFP. Each agency will negotiate and enter into an exclusive agreement with the proposer of their choosing.

Scope of Services

In order to ensure that those most in need of paratransit service are able to be accommodated Entities are requesting proposals for a revised eligibility assessment process. The goals for the revised eligibility process are to ensure accessibility to the ADA paratransit program for eligible persons, to support the use of fixed-route service for persons who are able to use it for some or all of their transportation needs, and to provide a fair and equitable process for recommending ADA paratransit eligibility. Paratransit eligibility shall be based on ADA regulations.

Paratransit eligibility shall be based on a functional rather than medical model. Persons shall not be qualified or disqualified on the basis of a specific diagnosis or disability alone. An applicant shall be certified as eligible if, and only if, a person's functional disability prevents the use or navigation of Entity's fixed-route services. A summary of the responsibilities of the Contractor are listed below. A more detailed description follows.

Eligibility Assessment Process

Contractor shall:

1. Respond to all inquiries about ADA eligibility including ADA background material and the paratransit eligibility application itself;
2. Arrange for on-site Assessments;
3. Conduct personal interviews and Assessments;
4. Make recommendations regarding ADA paratransit eligibility and forward to respective entities;
5. Notify applicants of decisions regarding final determination.

Description of Program

The Contractor shall manage the Paratransit Eligibility Certification Program as described herein.

The Contractor shall schedule and conduct in-person interviews with applicants, review applications, and follow-up with each applicant's designated physician as needed. Proposers may suggest an alternative procedure to achieve similar outcome if appropriate.

The Contractor shall determine whether and under which of the ADA-defined eligibility criteria (described herein) an applicant is eligible, any conditions of eligibility that determine whether the duration of eligibility is permanent or temporary, and if temporary, the eligibility expiration date. The Contractor shall also determine the need

for a client to travel with a personal care attendant in order to successfully complete a paratransit trip. The Contractor shall identify conditional, or trip-by-trip, eligibility based on the information available during the application process. For example, the client may be capable of taking a bus that stops near the client's home to certain destinations but not others. Ultimately, the Contractor shall identify specific trips, if any, for which a client is ineligible to use paratransit service, i.e., trips for which the client is capable of using fixed-route transit.

The Contractor shall maintain a client database, statistical information, and submit monthly reports to the each agency. The required reports are further described on page 13 of this RFP.

The goal of the Contractor shall be to ensure that only applicants who meet the eligibility criteria are enrolled for paratransit services.

Deliverables

ADA Eligibility Certification criteria will be based on:

- A. Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable individuals with disabilities.
- B. Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.
- C. Any person with a disability who has a specific impairment-related condition, which prevents them from traveling to or from a bus stop.
 - Only a specific impairment-related condition, which prevents the individual from traveling to or from a bus stop, is a basis for eligibility under this criterion. A condition, which makes traveling to or from a bus stop more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility under this criterion.
 - Architectural barriers not¹ under the control of the Entity of Santa Rosa and environmental barriers (e.g. distance, terrain, weather) do not, alone, form a basis for eligibility under this paragraph. However, the interaction of such barriers with an individual's specific impairment-related condition may form a

basis for eligibility, if the effect is to prevent the individual from traveling to or from a bus stop.

Paratransit eligibility shall only be conferred to those individuals whose disability *prevents* access to or the use of accessible fixed route services. The age of a person, a language barrier, the duration of a particular trip or the relative difficulty with completing a trip on fixed-route services is *not* a basis for paratransit eligibility.

The Contractor shall adhere strictly to paratransit eligibility as described in the ADA Guidelines in order to ensure that only applicants who are truly eligible receive paratransit services.

Application, Certification, Denial and Enrollment Process

The paratransit service application and certification process is as follows:

1. The Contractor will send letters and an information packet (including a self evaluation form) to all ADA clients prior to their certification expiration date. The Contractor will also send information packets to all new applicants who request information about paratransit services. The packet will include an ADA paratransit eligibility application form, informational brochure and a document describing ADA eligibility criteria to assist the applicant in a self evaluation.
2. After completing the application, the applicant will call the Contractor to arrange for an on-site Assessment. The applicant submits the application at the time of the interview. The Contractor shall review the application for completeness and assist the applicant with minor omissions. Contractor must require the applicant to complete the document before completing the in-person interview.
3. The Contractor shall conduct a confidential interview at the scheduled time and location. Except where disclosure is required by law, Contractor shall maintain the confidentiality of information provided by applicants. The interview is known as the Functional Assessment (described below). The interviewer shall review the application, ask follow-up questions to clarify the information provided, ask additional questions to further assess an applicant's ability to use fixed-route services, and obtain any additional information needed to determine paratransit eligibility, conditional eligibility, temporary eligibility, as well as the eligibility for the applicant to travel with a personal care attendant necessary for the applicant to successfully complete a paratransit trip. In the event that a third party completed the application, the Contractor shall verify that the applicant agrees with the responses provided. The Contractor may utilize an approved alternate procedure to attain the intended eligibility determination.
4. The Contractor will complete a form with their recommendation on ADA eligibility and send to the agency following the assessment within two (2) business days. The report documents will include the eligibility application and recommendation

forms. The Contractor will be available between 8:00 A.M. and 5:00 P.M. Monday through Friday (or other times as specified by staff to consult by phone with the staff if clarifications are required).

5. The Contractor will notify applicants of their eligibility status within 21 days of the in-person assessment. Applicants will be notified by mail after the determination is made. The Contractor will answer all questions from applicants regarding eligibility determinations.
6. Approved applicants shall be notified by the Contractor in writing and receive an I.D. card and Paratransit Rider's Guide, and other necessary documents and information. The paratransit service provider shall be notified that the applicant is eligible and shall be forwarded all client information and documents necessary to facilitate enrollment and establish a complete record for the Paratransit client database.

Denied applicants shall be notified by the Contractor in writing and provided instructions for appealing the determination. The reasons for denial shall be stated, and copies of the application and all information documented during the evaluation process. Additional information regarding denied applicants shall be provided by the Contractor upon request to better support the appeals process.

The Functional Assessment

A description of the actual physical and/or cognitive assessment. It is fully anticipated that entities without direct experience with ADA paratransit eligibility assessments are qualified to respond to this solicitation even if they have not done similar eligibility assessments. In order to learn more about what is involved in a functional assessment, proposers are encouraged to refer to the following link at PROJECT ACTION, which is the federal funded agency that has taken a lead in accessible transportation-related applied research:

www.projectaction.easterseals.com (Free Resources/Download Free Publications/ Paratransit Eligibility and Management/Document 04ELIG/ "Determining ADA Paratransit Eligibility: An Approach, Guidance and Training Materials")

Bidders with alternative methods of accomplishing the stated objective of the RFP are welcome to submit proposals. All forms and types of evaluation methods will be reviewed.

Facilities and Equipment

Applicants will likely have some degree of physical, visual, cognitive and/or mental functional disability. It is therefore essential that all facilities, including parking, approaches, building and equipment used in performing work under this contract shall be fully accessible and meet all requirements of the Americans with Disabilities Act (ADA), its implementing regulations, and the State of California Title 24 requirements. If

an alternative process is proposed arrangements for facility availability must be made as needed.

The building and all approaches to City's Operations Building located at 45 Stony Point Road, Santa Rosa, CA 95401 are fully accessible and can be made available for assessments if necessary. The Contractor may prefer to perform services at another site. If the Contractor elects to provide its own facilities, it shall provide suitable facilities that are well maintained and provide private interview rooms, which are accessible to persons with disabilities. No applicant shall be denied services based upon inability to access the Contractor's facilities and/or services. Proposers should submit proposals based on both scenarios.

When completing the cost proposal form, please indicate whether you intend to conduct functional assessments at the City Operational Facility or at another site.

The physical and cognitive functional tests will require physical facilities and equipment adequate for:

- A slide presentation used to show applicants how to access bus route identification and other services. The Entities may elect to use slides. If so, the Entity will provide appropriate slides to the Contractor.
- A phone to be used by the applicant to test the ability to obtain bus schedule information using either a standard phone or TDD as required.
- Route finding in which applicants will be asked to find their way to a location in another department or building and back again.
- Safety determination in which applicants will be asked to cross, accompanied, a non-arterial street of at least two lanes and the street shall include a curb 6-8 inches high and have a corner wheelchair ramp.
- Mobility endurance testing in which applicants will be asked to travel a distance of 600 feet. This course shall be outdoors and predominantly on moderately level ground, but will include a small section of uneven surface to simulate actual conditions encountered when traveling to and from a bus stop. The travel course should also include a grade change of at least 10%.
- Accessibly testing in which applicants will be asked to get on and off an actual fixed route vehicle.

Bus Representation

The bus representation could be an actual bus if the Contractor elects to base its operation out of the Santa Rosa's Operational Facility. If, however, the Contractor elects to use its own site, then a bus will be required to be housed at the Contractor's facility. This bus will include a functioning wheelchair lift or ramp identical to that is used on Entities fixed routes buses, a wheelchair securement area, interior seating, grab bars

and other fittings to represent the actual conditions encountered by riders of fixed route service. Contractor staff will need to be trained in the operational of the accessible features of this bus.

Accessible Information and Documents

The Contractor shall work with the Entity to ensure all documents and information is in accessible formats based on applicant and client stated preference.

All documents shall be transmitted electronically to applicants upon request. Applications shall also be accepted via electronic transmission.

The Contractor shall establish an email address for the transmission of documents in electronic format and a site where basic information of the program can be maintained and documents downloaded.

Accommodation of Other Languages

The Contractor shall make reasonable arrangements to effectively communicate with applicants in languages other than English, as well as sign language, during in-person interviews. A telephone-based interpreter or other interpreter service for the primary foreign languages found in Sonoma County shall be an acceptable means of meeting this requirement.

Scheduling Assessment Appointments

The Contractor is required to be available for in-person testing during normal business hours, although it is not necessary to have office hours five days a week. Given the expected number of applicants, the Entities feel it is sufficient to have office hours two days per week between the hours of 8:00 AM and 5:00 PM. Ideally the days of operation would be Mondays, Tuesdays and/or Thursdays. Applicants should be able to schedule an appointment up to two weeks in advance.

Evaluation Determination Schedule

The USDOT final regulations specify that the entire certification process shall be concluded within 21 calendar days of receipt of a properly completed application. If the certification process is not completed within this time limit, the regulations state that the applicant shall be presumed eligible to receive service until the process has been completed. The Contractor is expected to schedule and complete its testing and notify the applicant of the determination within this time period.

Staff Requirements

The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees performing services under this contract. The Contractor

shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the Entities, the Contractor shall comply with the requirements of employee liability, equal employment, Worker's Compensation, unemployment insurance, Social Security, income tax and all other applicable laws. Furthermore, the Contractor shall indemnify and hold harmless the Entities and employees of Entities from any alleged violation of such enactments or from any claims or subrogation provided for in such enactments or otherwise.

The Contractor is required to have a team of qualified staff who should, collectively, be able to demonstrate knowledge and abilities including but not limited to:

- Familiarity with functional and cognitive abilities, their prognosis and medications used to treat individuals with a wide range of disabilities.
- Ability to assess the interaction of an individual's disabilities with environmental barriers.
- Ability to assess the interaction of an individual's disabilities with the various components of a transit system required for successful access and utilization of fixed-route services, fareboxes, timetables and route descriptions
- Knowledge of ADA paratransit eligibility criteria and service requirements.
- Familiarity with Entity fixed-route service
- Sensitivity to persons with disabilities, including physical, cognitive and psychiatric disabilities.
- Ability to communicate effectively in person and in writing.
- Ability to communicate in other languages in addition to English, with the assistance of language interpreter services if necessary.

Staff conducting interviews and performing evaluations should have appropriate experience and professional training in human health and medical fields. Such staff may include, but not be limited to, certified physical therapists, occupational therapists, rehabilitation specialists, orientation and mobility specialists, and professionals with training in cognitive and psychiatric impairments.

Meetings

The Entities plan to hold meetings with the contractor on an as-needed basis for the purpose of discussing service problems, proposed solutions, and to maintain open and frequent communications. Unless otherwise notified, the Contractor Project Manager shall attend all meetings.

Required Reports

The Contractor shall immediately notify the individual Entity of any complaint involving applicant referrals about which said applicant referral might be intended to contact the Entity directly.

The following monthly reports shall be submitted along with the invoices for payment:

- A. Number of applicants interviewed
- B. Tabulations regarding physical and/or cognitive functional test procedures and results
- C. Number of recommendations of each type
- D. Total complaints and commendations (phoned and written) involving applicants, including the date, description and names of all parties involved
- E. Suggestions for modifying, simplifying or improving the test procedures and results
- F. Observations regarding individual physical and/or cognitive function test procedures and results

The individual Entity will approve the forms used for these reports. The Contractor may be asked to conduct periodic surveys to evaluate the program. The Entity will provide the surveys and the Contractor will be required to participate in administering them.

Applicant and Client Database

The Contractor shall be responsible for maintaining an online database that shall contain a tracking number, applicant's electronic photo, name, address, telephone numbers, primary language, representative's contact information (if any), date application sent, interview date, all eligibility determination information, e.g., eligible/denied, eligibility category, permanent/temporary eligibility, conditional eligibility information (i.e., ineligible paratransit trips), personal care attendant status, expiration date and other essential information. *All information shall be kept confidential and in a secure environment.*

Contractor will supply the Santa Rosa ADA Paratransit administrator and the appropriate individuals in the individual Entities with complete access to this web portal.

Audits

The Entities or individual Entity may at any time perform audits of all books, financial records, and data bases which pertain to this service. The Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period

of three years after the completion of a contract, any and all financial records, and data bases which pertain to this service

Emergency Policies and Procedures

All applicants referred to the Contractor are likely to have some degree of physical, cognitive and/or mental disability. Contractor policies and procedures shall be in place to respond to any emergencies (e.g. cardiopulmonary resuscitation, seizure management, etc.) that may arise.

The Entities will not be responsible for any costs associated with implementation of such policies and procedures above those included in the contracted service price.

Proposal Content

Proposals shall be typed and be: 1) as brief as possible, and 2) not include any unnecessary promotional material. Ten hard copies and one electronic copy of the proposal are required.

For ease of handling, it is requested that standard 8 -1/2 x 11" paper be used. The nature and form of response are at the discretion of those responding, but shall include the information listed below.

Information to be provided with the Proposal:

1. General Information about the company:
 - Company Name
 - Location(s) and size of company
 - Brief company history
 - Other relevant information
2. Describe the company's experience providing similar certification services or experience working with this population in another capacity.
3. List at least three references, including contact name and phone number, for which similar services or experience working with this population were provided.
4. Identify staff experience in working with disabled persons and location of facility where certification process will be performed.
5. Identify process for providing monthly reports and how these reports will be submitted to the Entity. Provide example(s).

6. Identify if Emergency Procedures and Policies are in place now or need to be established and your process for doing this.
7. Cost/Price Proposal - This section shall provide pricing including all capital and operating costs associated with fulfilling the requirements of the Contract services, such as rent, salaries, benefits, utilities, supplies, overhead, licensing, etc., must be included. If there are first year start-up costs, these should be listed separately. Please list equipment that you expect the Entity will provide under this contract. The Proposer must acknowledge, in writing, that their cost proposal shall be firm for at least 90 days to allow the Entity adequate time for progression through award. For details, on presenting costs, refer to Attachment B.

Pre Proposal Conference

A pre-proposal conference will be held at 12:30 pm April 11, 2012 at:

Santa Rosa City Hall
100 Santa Rosa Avenue, Room 6
Santa Rosa, CA 95404

All proposers are encouraged to attend the pre-proposal conference. A conference call line may be available depending on demand.

Submission of Questions and Proposals

Submission of Questions: Any questions or clarifications regarding this RFP should be directed to Michael Ivory, Paratransit Manager at mivory@srcity.org. Questions are due no later than April 16, 2012.

Submission of Proposals: Proposers shall submit 5 bound copies and one electric copy of their Proposals in a sealed envelope to:

Michael Ivory, Transit Planner
City of Santa Rosa
100 Santa Rosa Avenue, Room 6
Santa Rosa, CA 95404

All Proposals must be received by the CityBus staff no later than 3:00 p.m.. local time, on May 3, 2012. Proposals received after this time or at any other location cannot be accepted.

Proposal Evaluation and Contractor Selection

The following criteria will be used to evaluate proposals:

1. Qualifications/Experience

Technical experience in performing work of a similar nature; experience working with persons with disabilities, transit properties or other public entities; technical experience of key personnel and client references. (40 points)

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of proposed budget and overall reasonableness in which costs are proposed. (30 points)

2. Cost. (5 points)

3. Understanding of Project and ADA Requirements.

Demonstrated understanding of the program requirements and potential problem areas; proposed approach, work plan, and quality assurance program. (25 points)

Evaluation Procedure

The Entity will assemble an Evaluation/Selection Committee, which will include Entity staff, representatives from other transit entities or paratransit services, possibly one or more outside experts, and a member of the Paratransit Users Group. The Evaluation Committee will review and discuss these proposals and assign scores to each proposal. Companies that receive the highest scores may be invited to an oral interview.

Approximately one hour will be allowed for the oral interview and questions and answers. The Contractor's Project Manager must lead the presentation before the Evaluation/Selection Committee. Interviews will be conducted May 10, 2012.

Compensation and Method of Payment Compensation

Compensation will be based on hours of service (not on a per application basis) and fixed costs. Costs shall be presented using the attached Price Proposal Form (Attachment B) and must be completed and submitted with the proposal. Submit one form for each contract year: 2012, 2013 and 2014. If there are first year start-up costs, these should be listed in a separate page. The Proposer must acknowledge, in writing, that their cost Proposal shall be firm for at least 90 days to allow the District adequate time for progression through award.

Prior to award of a contract, the successful Proposer may be required to submit the firm's most recent complete financial statements, including footnotes and auditor's

opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

The Contractor should submit monthly billings along with the monthly progress reports. The Entity will review and approve invoices and make payment on approved invoices within 30 days of receipt.

Insurance Requirements

- Entities to identify individual requirements

Overall Project Schedule

The following project timeline is provided, but it may be subject to change at the discretion of the Entities:

Event	Date
RFP Issued	April 9, 2012
Pre-proposal Conference	April 11, 2012
Requests for Clarifications/Questions due	April 16, 2012
Response to Clarifications/Questions	April 22, 2012
Proposals due	May 3, 2012
Interviews (if necessary)	May 10, 2012
Entities select successful Proposer(s)	May 15, 2012
Notice to Proceed Tentatively Scheduled	May 21, 2012
Contractor Begins Assessments	July 1, 2012

The City of Fairfield ("Fairfield") and The City of Petaluma, on behalf of Fairfield Suisun Transit and Petaluma Transit, may also award a contract for services using the competitive process under this RFP. Fairfield reserves the right to award such a contract and include contract terms that differ from those in this RFP in its sole discretion. For further information about Fairfield's contracting opportunities, contact Mona Babauta at 707-434-3804.

EXHIBIT A

Insurance Agreements for Agreements for Professional Services

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT B
Sample Cost Proposal

CONTRACT PRICING PROPOSAL				
NAME OF PROPOSER				
DETAILED DESCRIPTION OF COST ELEMENTS				
1. LABOR (fully billable rate including Direct, Overhead, and Profit)	HOURS	RATE/HOUR	COST (\$)	
TOTAL LABOR				
2. SUBCONTRACTOR COSTS (Attach Itemization)				
3. SUBCONTRACTOR MARK-UP (not to exceed 2%)				
4. OTHER DIRECT COSTS				
5. TOTAL COST AND FEE				

EXHIBIT C
Sample Entity Professional Services Agreements

Santa Rosa

**CITY OF SANTA ROSA PROFESSIONAL
SERVICES AGREEMENT WITH [NAME OF
CONSULTANT] AGREEMENT NUMBER**

This "Agreement" is made as of this ____ day of _____, 2012 [leave date blank until all parties have signed or until Council approves], by and between the City of Santa Rosa, a municipal corporation ("City"), and [add consultant's full name, for example, "XYZ Sales Corporation" or "ABC Consulting, LLC" or "ABC Enterprises LLP" or "John Smith, dba Smith Consulting"] a [add type of legal Entity and state of Entity formation or incorporation, for example, a "California Corporation," or a "Delaware Limited Liability Company," or a "Nevada Limited Partnership," or a sole proprietor], ("Consultant").

RECITALS

A. City desires to [enter brief description of the task or project that is intended to be completed through this Agreement].

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") [attach either City's description of the services to be provided or consultant's proposal and mark as Exhibit A]. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the

terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example- "ten-thousand, five-hundred dollars and no cents (\$10,500.00)."] The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number [enter IFAS charge number].

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents,

in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

5. INSURANCE

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. TERMINATION

a. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement.

b. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by

mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

[Include name of Project Manager]
[Include Address and Phone and
Fax No.]

Consultant Representative:

[Include name of Project Manager]
[Include Address Phone and Fax
No.]

9. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 9 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than [enter expected completion date].

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political

Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the City determines, in its discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants," and (2) Cause these individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Consultant for City hereunder shall be and remain the property of City. Consultant agrees that any patentable or copyrightable property rights, to the extent created for City as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

14. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of Entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: _____

[TYPE OF BUSINESS ENTITY (*check one*):

By: _____

____ Individual/Sole Proprietor

Print Name: _____

____ Partnership

Director, _____ Department

____ Corporation

Title: _____

____ Limited Liability Company

____ Other (please specify: _____)

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: _____

ATTEST:

Title: _____

By: _____

City Clerk

Print Name: _____

[Remove if agreement not approved by Council]

Title: _____

Taxpayer I.D. No. _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Exhibit A [A-1]- Scope of Services

Fairfield

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of _____, 20__, by and between the City of Fairfield, a municipal corporation (the "CITY") and _____ ("CONSULTANT"), who agree as follows:

- 1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A". CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."
- 2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."
- 3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.
- 5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.
- 6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above stated.

City of Fairfield, a municipal corporation

By: _____

CONSULTANT

By: _____

GENERAL PROVISIONS

INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent CONSULTANT and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT Only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

LICENSES; PERMITS: ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

INDEMNIFY AND HOLD HARMLESS.

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent

acts, errors or omissions, ultra hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its CONSULTANTS, consultants and developers. When local projects require, sub-CONSULTANTS, CONSULTANTS, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, CONSULTANT, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS.

When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Petaluma.

PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

FY ____ Fund# ____ Exp.Acct.# ____ Project# ____ Amount\$ ____

For nmlt--year c;ontracts or contracts with multiple accounts:

FY ____ Fund# ____ Exp.Acct.# ____ Project# ____ Amount\$ ____

FY ____ Fund# ____ Exp.Acct.# ____ Project# ____ Amount\$ ____

FY ____ Fund# ____ Exp.Acct.# ____ Project# ____ Amount\$ ____

FY ____ Fund# ____ Exp.Acct.# ____ Project# ____ Amount\$ ____

FY ____ Fund# ____ Exp.Acct.# ____ Project# ____ Amount\$ ____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of 20__ ("Effective Date"), by and between the City of Petaluma, a municipal corporation and a charter city ("City") and __a ____ ("Consultant") (collectively, the "Parties").

WHEREAS, the Parties enter into' this Agreement for the purpose of Consultant providing professional serviees to City under the terms and conditions set forth herein.

TIHEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Services. Consultant shall provide the services as described in and in accordance with the schedule set forth in Exhibit "A:" attached hereto and incorporated herein ("Services").
2. Compensation; Business Tax Certificate.
 - A. For the full performance of the Services as described herein, City shall compensate Consultant in accordance with the rates specified in Exhibit A.
 - B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed ____ without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
 - D. Notwithstanding any provision herein, Consultant shall not be paid any compensation until such time as Consultant has on file with the City Finance Department current information requested on the "Vendor Information" form available from City, and has obtained a currently valid Petaluma business tax certificate.

- E. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. Term. The term of this Agreement commences on the Effective Date, and terminates on _____, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
 4. Termination. City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, consultant shall be liable to City for any excess cost City incurs for completion of the Services.
 5. Consultant's Representation; Independent Contractor. Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
 6. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
 7. Licenses, Permits, Etc. Consultant shall, at Consultant's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
 8. Time. Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
 9. Inspection. Consultant shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to

inspection and approval by the City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
11. **Confidentiality.** In the course of Consultant's employment, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, but as required for the performance of the Services.
12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it 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 Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Consultants are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Consultants subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Consultant agrees to comply fully with all such requirements to the extent they apply to Consultant's performance of the Services.
13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Consultant's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Consultant shall perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with

the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.

17. Compliance With All Laws. Consultant shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Consultant's failure to comply with any law(s) or regulation (s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance.

18. Living Wage Ordinance. Without limiting the foregoing Section 17, Consultant shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Consultant shall promptly provide to the City documents and information verifying Consultant's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit ____, shall be a part of this Agreement for all purposes, and Consultant's that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit ____ in accordance with the requirements of the Living Wage Ordinance. Consultant's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Agreement pursuant to Section 4 hereof

19. Discrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

20. Notice. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
 - (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight carrier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00p.m.recipient's time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@ci.petaluma.ca.us

And:

Phone:
Fax:
Email:

Consultant:

Phone:
Fax:
Email:

21. Ownership of Documents. All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Consultant without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.
22. Indemnification. To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnities") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs {including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnities.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Consultant prior to Consultant's acceptance of tender, Consultant agrees to fully reimburse all costs; including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

23. **Insurance.** Consultant shall comply with the "Insurance Requirements for Consultants" in Exhibit B-____, attached hereto and incorporated herein by reference. [*Indicate attached exhibit, "B-1," "B-2," "B-3," or "B-4."*]
24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
25. **Litigation.** If litigation ensues which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.
26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

27. Governing Law; Venue. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
28. Non-Waiver. The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
29. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
30. No Third Party Beneficiaries. The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
31. Mediation. The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
32. Consultants Books and Records.
 - A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
 - B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

- 33. Headings. The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
- 34. Survival. All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination or expiration of this Agreement.
- 35. Entire Agreement. This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard:

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

CONSULTANT

City Manager

By _____
Name

ATTEST:

Title

City Clerk

Address

APPROVED AS TO FORM:

City State Zip

City Attorney

Taxpayer I.D. Number

APPROVED:

Petaluma Business Tax Certificate Number

Department Director

APPROVED:

Risk Manager

APPROVED:

Finance Director

filename;

Sonoma County

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____ 2012 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), _____ and _____ (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified engineering firm experienced in providing engineering and design services associated with the _____ project; and

WHEREAS, in the judgment of the Purchasing Agent, it is necessary and desirable to employ the services of Consultant to provide such services to assist the County in its efforts to _____ project.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), pursuant to Article 7 of this agreement. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat

the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultants shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following tenus:

Consultant shall be paid on a lump-sum basis with completion of tasks as identified in Exhibit "A," provided, however, that total payments to Consultant shall not exceed \$ _____, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any.

3. Term of Agreement. The term of this Agreement shall be from _____, 2012 to, 2012 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Director of Transportation and Public Works, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant hereunder, whether or not there is concurrent negligence on County's part, but, to the extent required by law, excluding liability due to County's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents

to maintain, insurance as described in Exhibit "B", which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed innmediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schednles may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1 - 1 1 , County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work andthereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent conn-actor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment Of Rights Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in

connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.10 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance from which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Sonoma County Transit
 Attention: Bryan Albee, Transit Systems Manager
 355 West Robles Avenue
 Santa Rosa, CA 95407
 Phone: 707-585-7516 Fax: 707-585-7713

TO: CONSULTANT:

 Attention:

 Phone: Fax:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by Cmnty of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed bylaw, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a coult of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with cormsel in the negotiation and preparation of this Agreement.

13.3 Consent Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of *this* Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

By: _____

Name _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By _____

County Counsel

Date: _____

By: _____

Purchasing Agent

Date: _____

Exhibit "B"

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees.
 - b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
 - d. *Required Evidence of Coverage:*
 - i. Certificate of Insurance

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
 - b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
 - c. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
 - d. The County of Sonoma, its Officers, Agents, and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
 - e. The insurance provided to County, et al. additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between Cmnty and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. Required Evidence of Coverage:

- i. Copy of the additional insured endorsement or policy language granting additional insured status, and
- ii. Certificate of Insurance.

(Substitute the following if the work, event or location involves marinas or the airport.)

- i. *Required Evidence of Coverage:*
 - I. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limits: \$1,000,000 combined single limit per accident.
 - b. Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Coverage shall apply to hired and non-owned autos.
 - d. *Required Evidence of Coverage:*
 - i. Certificate of Insurance.
4. Professional Liability Insurance
- a. Minimum Limit: \$1,000,000.
 - b. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurantee with a retroactive date no later than the commencement of the work under this Agreement.
 - e. *Required Evidence of Coverage:*
 - i. Certificate of Insurance.
5. Standards for Insurance Companies
- Insurers shall have an A.M. Best's rating of at least A:VII.
6. Documentation
- a. The Certificate of Insurance must include the following reference: The County of

Sonoma, Transportation and Public Works.

- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: The County of Sonoma, its Officers, Agents, and Employees, 2300 County Center Drive, Ste. B100, Santa Rosa, CA 95403
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT D
Sample Eligibility Application

CITY OF SANTA ROSA
PARATRANSIT APPLICATION
After completing this application,
Call Santa Rosa Paratransit Evaluation Center
to schedule an in-person assessment at
(707) 541-7180, TOO: (707) 541-7184

1. PERSONAL INFORMATION- please print clearly

Last Name: _____ First: _____ Middle Initial: _____
Female ___ Male ___ Date of Birth ___ / ___ / ___
*Social Security _____ (Last 4 digits only)
* The Federal Act of 1974 requires that disclosure of you social security number is voluntary. If given, it will be used for identification purposes only.
HOME ADDRESS
Street _____ : _____ : _____ City _____, _____ State CA Zip _____
Day Phone () _____ Yes No
Evening Phone () _____
Mailing address (If different from above)
Street _____ City _____ State CA Zip _____
Emergency Contact
Name: _____
Day Phone() _____
Evening Phone () _____
Do you require information in an alternate format? Yes No
If yes, please indicate: Braille ___ Large Print ___ Other ___
Your primary language: ___ English ___ Spanish ___ Other ___

2. MOBILITY INFORMATION- please print clearly

What is your disability (optional)?----- Which of the following mobility aids or equipment do you use?
Power wheelchair Manual wheelchair Scooter
Crutches Cane Walker
Oxygen Tank Service Animal Other _____
Signature Date _____

VERY IMPORTANT- DO NOT MAIL
You must bring valid photo identification and this completed ADA paratransit service application to your in-person assessment appointment