

**AGREEMENT FOR TRANSIT OPERATIONS AND MAINTENANCE SERVICES
REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2017, by and between the Redwood Coast Transit Authority (“RCTA”), and xxxxx, an independent Contractor (“Contractor”).

RECITALS

WHEREAS, RCTA has an need to contract with an established contracting entity/company to furnish surveying and market research services to Redwood Coast Transit Authority in Del Norte County, operating under the moniker of Redwood Coast Transit, services that Contractor is specially trained and experienced and competent to perform; and

WHEREAS, RCTA issued a Request for Proposals (RFP) on August 18, 2017, Contractor submitted a timely and complete proposal in response, and RCTA deemed Contractor the most qualified to perform the services of Market Research ; and

WHEREAS, RCTA has selected Contractor for the Market Research Project.

NOW THEREFORE, in consideration of the work to be rendered and the sums to be paid for that work, and each and every covenant and condition contained in this Agreement, the parties agree as follows:

1. SERVICES

Contractor is engaged by this Agreement as the duly authorized consulting for the 2017 Market Research Project for RCTA and must provide on-board survey services, data compilation, analysis and reporting, and conduct a series of focus groups and interviews with RCTA stakeholder groups, and a written summary with analysis, findings and recommendations, and transcriptions of groups discussions. A detailed Scope of Services is appended to this contract as Exhibit A. Exhibit A consists of 1) RCTA 2017 Market Research Project RFP dated August 18, 2017, and 2) the Contractor proposal in response to the RFP. The Scope of Services may be revised or updated from time to time by mutual written agreement of the parties.

2. TERM AND TERMINATION

This Agreement begins on September 20, 2017 and, continues until the project is completed, estimated by June 30, 2018.

3. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee of RCTA. At all times during the term of this Agreement, Contractor will be responsible for his/her own property and income taxes, worker’s compensation insurance, and any other costs and expenses in connection with the performance of services under this Agreement. RCTA does not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

Contractor must provide all his/her own general overhead necessary to perform the required services, including but not limited to office equipment, clerical assistance, utilities, telephone charges, local travel, insurance, and office supplies, and is not entitled to reimbursement for these. Details at this level are contained in the RFP, and the Contractor Proposal and are enforceable herein.

4. COMPENSATION

As compensation for the services provided hereunder, RCTA will pay Contractor in accordance with Contractor's Cost Proposal, which is an element of Contractor's Proposal and incorporated herein by this reference and attached hereto as Exhibit A. Contractor will submit invoices reflecting work performed prior to payment for services. Invoices will be submitted to RCTA once per month or as mutually agreed upon during the course of the project. Contractors invoicing procedure must comply with all federal, state, and local laws, policies, and guidelines.

5. RECORDS

Contractor must file and keep all records pertinent to RCTA activities. These are the property of RCTA and Contractor must transfer all records to RCTA upon termination of the contract. Contractor will develop and follow a records retention policy that complies with applicable State of California, Caltrans, and Federal Transit Administration laws and policies. Contractor will make all records available to state and local agencies and the public as appropriate and in compliance with California law.

6. INSURANCE

During the term of this Agreement, Contractor must maintain insurance of the types and amounts designated below. Certificates of insurance in the form approved by the Risk Manager of Del Norte County must be filed with the County Risk Manager concurrent with the execution of this Agreement. The insurance must name RCTA as an additional insured on a primary basis for General Liability Insurance and must state that the policy will not be canceled nor the scope of coverage reduced by the insurer except after filing written notice thereof with RCTA 30 days in advance. No work is authorized until the insurance certificates are filed.

- a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than Twenty Million Dollars (\$20,000,000.00) per occurrence. If general aggregate limit applies, either the general aggregate limit will apply separately to this Agreement or the general aggregate limit will be twice the required occurrence limit.
- b. Worker's Compensation. As required by the State of California, within Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than Twenty Million Dollars (\$20,000,000.00) per accident for bodily injury and property damage.

7. LICENSES, PERMITS, ETC.

Contractor represents and warrants to RCTA that he/she/it has all licenses, permits, qualifications, and approvals legally required for Contractor perform the services required by this Agreement. If at any time Contractor ceases to have the licenses, permits, qualifications, or approvals required for Contractor to perform the services, Contractor will immediately notify RCTA and this Agreement may be terminated at RCTA's discretion.

8. STANDARD OF PERFORMANCE

Contractor must perform all services required by this Agreement in a manner and according to the standards observed by competent practitioners of the profession in which Contractor is engaged. Failure to perform services in such a manner is grounds for termination of this Agreement.

9. INDEMNITY

Contractor must defend, indemnify, and hold harmless RCTA and its elected and appointed officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Contractor in the performance of services rendered under this Agreement.

10. THE CIVIL RIGHTS, HCD, AND AGE DISCRIMINATION ACTS

During the performance of this Agreement, Contractor ensures that no otherwise qualified person will be excluded from participation or employment, denied program benefits, or be subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

11. STATE NONDISCRIMINATION CLAUSE

During the performance of the services required by this Agreement Contractor and any subcontractors must not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractor and any subcontractors will ensure that the evaluation and treatment of any employees and applicants for employment are free of such discrimination. Contractor and any subcontractors will comply with the provisions of the Fair Employment and Housing Act and the applicable regulations, which are incorporated by this reference. Contractor and any subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement.

12. CONFLICT OF INTEREST

No Congressional representative and no resident commissioner may receive any benefit from this grant agreement or activity. None of the Contractor's officers, members or employees, designees or agents, governing board members, or other officials of Contractor have any interest in any

contracts or proceeds for the work done in conjunction with this Agreement other than payment for services provided under this Agreement.

13. DRUG-FREE WORKPLACE CERTIFICATION

The Contractor certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 and will take the following actions, if necessary:

- a. Publish a statement to notify the Contractor's employees, if any, of prohibition of the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and tell them what actions may be taken against them for violations;
- b. Establish a Drug-Free Awareness Program to inform employees, if any, of the danger of drug abuse at work, the Contractor's drug-free workplace policy, and available employee assistance programs, and the penalties for violation of the drug-abuse policies; and
- c. Give every employee, if any, a copy of the drug-free policy statement and require they abide by its terms as a condition of employment.

14. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Contractor must comply with the ADA and applicable regulations and guidelines thereof, which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

15. COMPLIANCE WITH LAWS.

Contractor will comply with all federal, state, and local laws and ordinances applicable to the work performed under this Agreement. Contractor is responsible for understanding and adhering to laws and policies specific to the work performed under this Agreement. The exclusion of an applicable law, policy, or guideline from this Agreement does not excuse Contractor from responsibility for knowing and following such law, policy, or guideline. Contractor's failure to comply with applicable law, policy, or guideline is grounds for early termination of this Agreement.

16. MONITORING AND AUDITING

Contractor agrees to be subject to monitoring and auditing by RCTA and any other entity legally entitled to account for funds expended for performance under the terms of this Agreement. Such monitoring may include, but not be limited to, monitoring for compliance with RCTA's state and federal contracts.

17. GOVERNING LAW AND CHOICE OF FORUM

This Agreement will be administered and interpreted under California law. Any litigation arising from this Agreement must be brought in Superior Court of Del Norte County.

18. COSTS AND ATTORNEYS FEES

If any party commences any legal action against the other party arising out of this Agreement of the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

19. SEVERABILITY

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

20. ENTIRE AGREEMENT

This Agreement, along with the 2016 RCTA Operations and Maintenance Contract Request for Proposals, and the Proposal submitted by First Transit in response to the RFP, combine to form the entire agreement between the parties with respect to its subject matter. This Agreement may be amended from time to time by the written approval of both parties; however exercise of the extension option years is a unilateral right held solely by RCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to commence on January 1, 2017.

REDWOOD COAST TRANSIT AUTHORITY:

By: Roger Gitlin, Chair

Date: _____

APPROVED AS TO FORM:

Autumn E. Luna, Counsel
Redwood Coast Transit Authority

CONTRACTOR:

XXXXX, XXXXXXXX

Date: _____