



Redwood Coast Transit Authority  
c/o TMTP Consulting LLC  
900 Northcrest Drive #134  
Crescent City, CA 95531  
(707) 235-3078  
E-mail: [tmt consulting@gmail.com](mailto:tmt consulting@gmail.com)

## REQUEST FOR PROPOSALS

for  
Engineering Services - Williams Drive Electric Bus Charging  
Infrastructure

Redwood Coast Transit Authority

Prepared for: Redwood Coast Transit Authority

Prepared by: Joseph Rye, General Manager  
900 Northcrest Drive #134  
Crescent City, California 95531

Final Issued May 16, 2023

Joseph Rye  
General Manager  
Redwood Coast Transit Authority

## 1. BACKGROUND

**THE REGION:** The region served by the Redwood Coast Transit Authority (RCTA) includes most populated areas within the boundaries of Del Norte County, plus areas along US 101 in northern Humboldt County. The principal north-south route through Del Norte County is US Highway 101 (or Highway 101), which provides access to coastal towns and cities to the north and south. Crescent City is located on US Highway 101. Del Norte County has two main routes providing access to inland communities: State Route, or SR 197/US Highway 199 to Hiouchi and Gasquet, and Route 169 to Klamath Glen. SR 197/US Highway 199 connects US Highway 101 to the Interstate 5 in Oregon.

### **The Project**

RCTA like most California transit agencies, is required to comply with the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulations. RCTA has evaluated several available or soon-to-be available ZEB technologies in recent years, and has drafted a ICT Rollout Plan that charts how RCTA will comply with the rural ICT requirements, which require that RCTA begin purchasing a percentage of all new replacement buses as ZEBs starting in 2024.

RCTA will electrify its main (local) fleet using Green Power Motors EV Star Plus buses. These buses have the ride quality and range to cover most of RCTA daily trip range needs, with the exception of the Route 20 trips between Del Norte and Eureka (formerly only to Arcata). RCTA can utilize the Green Power vehicles on the Eureka run only if a charging location is secured on the Eureka end. RCTA is in discussions with Humboldt Transit Authority to secure 1-2 bus parking spaces and a rapid charging station to allow swapping and charging of electric buses in Eureka to allow the electric buses to serve the 101 corridor as part of the Redwood Express coordinated regional bus route (starting in 2024).

Considering the eventual introduction of hydrogen fuel cell buses, which operate upon an electric bus base, RCTA is seeking to design a bus charging system at its 140 Williams Drive facility that will be adequate to charge a fleet of 16 electric buses each overnight, and a smaller percentage of “fast charge” stations, to quickly charge and extend range of vehicles during the day when they return for driver lunches and other purposes. Should RCTA integrate hydrogen fuel cell electric buses in the future, there will remain a need to charge all the the buses, including the fuel cell buses, each overnight. RCTA currently operates service between about 6am and 8pm M-Saturdays and expects the current platform to extend well into the future.

RCTA seeks a consultant with experience and knowledge of electric bus charging to design the optimal site plan for the layout of the bus parking and electric charging stations, both slow charge and the few fast chargers. In addition, one of the most important deliverables of this project is the maximum electrical service required calculation to support the full charging of 16 vehicles during each overnight (non-service) time period.

It will require the consultant and RCTA to communicate this maximum capacity calculation with the local electric utility, Pacific Power. Pacific Power will then evaluate their service to the 140 Williams Drive location and determine what upgrades will be needed and a timeframe to upgrade the service to the site, as well as determine what additional electrical infrastructure that RCTA will need to purchase and install to deliver adequate power to the array of charging stations. RCTA desires a system that is easy to understand and manage, especially from afar, so a “smart” charging system that monitors the charging process and status of each vehicle and

allows for remote access and intervention will be part of the project. The consultant will evaluate smart charging systems and recommend a vendor for RCTA's unique size and needs.

The RCTA 140 Williams Drive Maintenance and Operations Facility is a site of 1.23 acres, but may have the potential to add some additional land if necessary. The facility is RCTA-owned but on a piece of Fairgrounds land that RCTA acquired via a long term ground lease. Identifying through the site planning process, if RCTA has enough land to host a bus parking based electric bus charging system will be an important task in this project. Should the site plan reveal major issues with placing the charging stations and maintaining efficient and safe bus circulation, this will need to be identified ASAP to allow time to talk expansion of the ground lease with the Fairgrounds.

RCTA has a current fleet of 16 buses used in revenue services. That fleet may need to expand further to allow a successful transition to electric buses in such a remote area. Parts are slow and difficult to obtain in Crescent City, and downed buses often stay down longer than ideal waiting for parts to arrive from afar.

The RCTA fleet consists of 12 medium and larger cutaway buses that handle the bulk of the fixed route (local and regional) services, and a small vehicle fleet of 4 sedans/minivans that are dedicated to Dial-a-Ride (DAR) services. Four (4) of the twelve cutaways are diesel powered, and those are the larger cutaways often used on the difficult journey of Route 20 to Eureka. All (4) four of the DAR vehicles are gasoline powered. It is expected that RCTA will focus on replacing the gas-powered cutaways first, then the gas-powered small DAR vehicles next, with the diesel engine larger cutaways being the last to convert to electric or hydrogen fuel cell, depending on progress in the bus industry and availability of hydrogen fueling in our area.

RCTA's Williams Drive M&O Facility may have enough room for well-planned electric bus parking and charging, the Site Plan deliverable will focus on this critical finding. The current site may prove inadequate with bus circulation, parking and employee parking needs, on top of room for additional renewable energy infrastructure and charging facilities. The existing facility currently easily provides parking for 16 transit vehicles, plus a dozen or so employee and non-revenue vehicle parking spaces.

Provided in the request for proposals is a sample electric bus charging layout from a similar project elsewhere in CA. RCTA envisions a partially covered area for bus parking that could host solar energy equipment, as well as provide shade and rain cover for the buses and the new charging equipment.

Consultant must have an understanding of turning movements and tight turn radii, stall depth, or other constraints that will be key to an effective lot parking layout. The goal being to limit the backing of vehicles unless absolutely necessary.

**ORGANIZATION AND MANAGEMENT:** The Redwood Coast Transit Authority Board of Directors consists of five members—two members representing the Del Norte County Board of Supervisors and two members representing the City of Crescent City. With the addition of a representative of the General Public, the DNLTC Board provides policy direction to their contracted staff. Since 2016, TMTP Consulting and Herron Consultants (Joe Rye and Dan Herron) have partnered to manage RCTA under a series of contracts with the Board of Directors.

The TMTP/Herron General Manager contract is a part-time position, and neither party resides in Crescent City. This remote, part-time managerial model is fiscally effective but features challenges implementing projects and managing daily operations. First Transit is the operations and maintenance contractor for Redwood Coast Transit Authority and provides all the system's personnel and features a full-time local General Manager (Fernando Hernandez) who is a key manager on-site in Crescent City.

Redwood Coast Transit Authority services are detailed on the RCTA website at [www.redwoodcoasttransit.org](http://www.redwoodcoasttransit.org). RCTA has been planning for its compliance with CARB ICT regulations for several years, and has put together construction funding but due to limitations forbidding RCTA from spending its funds on planning and design, RCTA will be funding this Site Planning and Preliminary Engineering out of local TDA funds.

## **2. PROJECT DESCRIPTION**

The Redwood Coast Transit Authority is soliciting proposals from qualified individuals and consultants to evaluate future maximum RCTA bus charging needs and creation of an electrical maximum charging capacity calculation, from which RCTA will request that the local electric utility, Pacific Power, initiate plans to upgrade service to RCTA's 140 Williams Drive facility, and; develop an optimal site plan for the location of the electrical service equipment, including switchgear, backup generator, trenching, bus parking, charging station islands, considering operational constraints of the Williams Drive site, and; evaluate potential drainage and paving considerations for the above site plan which will maximize the utility of the Williams Drive facility, evaluate bus circulations.

### **PROJECT GOALS AND OBJECTIVES:**

- Evaluation of future maximum RCTA bus charging needs and creation of an electrical capacity maximum need, evaluating the bus charging infrastructure separate from the current facility electrical needs, assuming a new service
- Develop an optimal site plan for the location of the electrical service equipment, including switchgear, backup generator, trenching, bus parking, charging station islands, considering operational needs of the Williams Drive site, to ensure easy and safe bus access to both fast and slow charging stations
- Evaluate potential drainage and paving considerations for the site plan to maximize the utility of the Williams Drive facility including the proposed charging station locations

**PUBLIC PARTICIPATION:** The only true public participation element in this project is the zoom presentation to the RCTA Board of Directors at the end of the project. In Phase 1 consultant will conduct the maximum electric service needed calculations assuming 16 RCTA electric buses (subject to change) and assist RCTA in submitting this information to Pacific Power for their evaluation of the service upgrade required to deliver this much energy to 140 Williams Drive.

A remote, zoom presentation of the final deliverables to the RCTA Board of Directors shall be budgeted for. This presentation will likely occur in October of 2023.

### **3. SUBMITTAL PROCEDURES**

One electronic copy of your proposal should be sent via email to Joseph Rye, General Manager, Redwood Coast Transit Authority, 900 Northcrest Drive #134, Crescent City, CA 95531. The electronic copy must be unlocked to facilitate inclusion in agenda packets and emailed by proposal deadline to [tmtconsulting@gmail.com](mailto:tmtconsulting@gmail.com). Proposals shall be received (postal and electronically via email) no later than 5:00 p.m. on June 5, 2023. Proposals received later than that time will not be considered. Proposals must not exceed 30 pages, brevity is requested.

### **4. PROPOSAL CONTENT**

Your proposal shall be evaluated using the four criteria sections described below:

**EXPERIENCE AND QUALIFICATIONS:** In order to provide RCTA with the best possible expertise, proposals may be submitted by an individual, a consulting firm, or by a team of two or more individuals or firms. If the proposal is made by a team, one member must be designated as the lead member. The contract will be written with that member, who will be the responsible party. Others should subcontract with the lead member. RCTA seeks innovative engineering and planning teams with expertise in the design of bus charging systems at public transit agency yards. Additional consideration for experience designing cover structures for solar panel installation and integration into the service panel and grid to maximize future energy savings will be a plus.

Your proposal should contain a detailed resume for each individual who would actually be performing work on this project. Billing rates of involved staff, plus total hours expended per team member shall be clearly shown in the proposals.

**SCOPE OF WORK:** Exhibit A and this RFP define the ultimate product of this project, the Scope of Work. Your proposal must define, in detail, your method for arriving at that final product, its format and the level of detail that will be provided. Your scope of work shall be divided into individual tasks, with descriptions of what will be accomplished, and by whom. Include technical methodology that would be used.

**SCHEDULE:** Your proposal should define a schedule for each task, including target dates for deliverables and time for staff review, plus at least one presentation to the

RCTA Board of Directors. It is our plan to have the maximum power requirement calculations by July 31, 2023, a draft Site Plan and Preliminary Engineering plan set by September 30, 2023, a presentation to the Board on October 23, 2023, with a final deliverable by October 31, 2023.

**COSTS:** The contractor will be responsible for providing all staff work, printing, postage, telephone, staffing of meetings, and making a presentation to the RCTA Board. RCTA Board meetings utilize Zoom technology so presentations can be delivered remotely to save time and money. staff will oversee this project, provide comments on draft material and will provide and clarify existing data. Calculation of costs shall be shown by task including personnel hours or days and cost per hour or per day. Show labor, materials, services, overhead and profit separately. The maximum budget for the contractor's responsibilities listed above is \$75,000. Your proposal cost and the amount of staff hours dedicated to the study is one of the selection criteria.

## **5. SELECTION**

Proposals will be reviewed by RCTA staff and peer agency officials, and will be ranked according to the following criteria:

- 40% Experience/Qualifications of Proposer(s)
- 50% Approach, Methodology, Innovative Analysis, quality and clarity of the detailed Scope of Work.
- 5% Cost.
- 5% Schedule

RCTA reserves the right to reject any or all proposals, to waive any irregularities in proposals, and to negotiate scope and price with one or more proposers. RCTA will notify the successful proposer by June 12, 2023, or as soon as possible thereafter. Unsuccessful proposers will be notified as soon as practical after selection.

## **6. REPORT CONTENT**

See Exhibit A and the description above for the full scope of work requested.

Alternative proposals will be considered based on firm experience with similar projects.

## **7. PLAN REVIEW**

The project work will be guided and technically reviewed by the RCTA General Manager and RCTA Transdev (First Transit) contractor staff. A tech memo should be created to summarize the findings of Phase 1 which will be the maximum electric charging capacity RCTA will require, for submittal to Pacific Power to get them involved, including responding to any technical questions that Pacific Power may have regarding the calculations, assumptions, etc. Phase 2 (site plan and preliminary engineering) should include a site plan with autoturns to prove all bus circulation movements, a recommended spec for the charger stations and the charging management system and

locations of all these key equipment. Phase 1 and Phase 2 tech memos will be evolved into into a Draft Plan by mid-September, 2023. Consultant will respond to RCTA comments and produce a draft final plan and PPT for presentation to RCTA Board of Directors in October 2023.

Electronic unlocked copies of all deliverables will be accepted.

## **8. PROPOSED PROJECT SCHEDULE – SUBJECT TO CHANGE**

A.	May 16, 2023	RFP issued
B.	May 25, 2023	Last day for submission of questions
C.	May 30, 2023	Issuance of addenda, if any
D.	June 5, 2023	Proposal submittal due date and time 5:00 p.m. California time – e-mail submittals required by due date and time
E.	June 6-9, 2023	Proposal Scoring
F.	June 12, 2023	RCTA Board of Directors awards contract
G.	June 13, 2023	Commence service/Contract Begins
A.	July 31, 2023	Tech Memo #1 (max electrical capacity) due
B.	September 30, 2023	Tech Memo #2 (Site Plan – 30% design) due
C.	October 23, 2023	Present Draft Final Plan to RCTA Board
D.	October 31, 2023	Final Electric Bus Charging Plan (30% design)

## Exhibit A

### Electric Bus Charging Infrastructure and Preliminary Engineering RFP 5/16/2023 Revised Scope of Work

#### PROJECT SCOPE OF WORK:

#### **Phase 1 – Electrical Infrastructure and Electrical Demands Analysis for Buildout**

##### **Task 1 - Electrical Infrastructure and Electrical Demands Analysis for**

**Buildout** - Consultant shall prepare an evaluation of future buildout of RCTA bus charging needs and site operations, developing an electrical capacity maximum needed, evaluating the bus charging infrastructure separate from the current facility electrical needs, assuming a new service for charging needs.

Consultant shall consider implementation of sola site or charging augmentation in recommendations, including site layout in Phase 2.

**Task 2 - ZEB Fleet and Electric Charging Systems Analysis** - Consultant shall provide an analysis of ZEB charger manufacturers and possible charging systems for future conditions.

Consultant shall consider in this task having meetings and communicating with the Onsite Operations & Maintenance Contractor, Transdev.

##### *Deliverables:*

- *Draft Technical Memo #1 (max electrical capacity and charging system analysis)*

#### **Phase 2 – Transit Yard Site Evaluation and Bus Bay Parking and EV Charging Optimization Study**

**Task 3 – Parking Electrical Charging Analysis & Alternatives** - Consultant shall develop an optimal site plan for the location of the electrical service equipment, including switchgear, backup generator, trenching, bus parking, charging station islands, considering operational needs of the Williams Drive site, to ensure easy and safe bus access to both fast and slow charging stations.

Consultant shall utilize vehicle turning movement analysis as part of the optimization process. Consultant shall evaluate potential paving and drainage considerations for the site plan as optimized to maximize the utility of the Williams Drive facility.

**Task 3 – Facility Parking & Solar Analysis** - Consultant shall develop parking lot layout alternatives to maximize conditions including near term ZEB and future facilities, including development of overhead Solar layout options for Future Buildout of Transit Fleet.

##### *Deliverables:*

- *30% Design Recommendations and Technical Memo #2 (Evaluation of Alternative Site Plans – 30% design)*

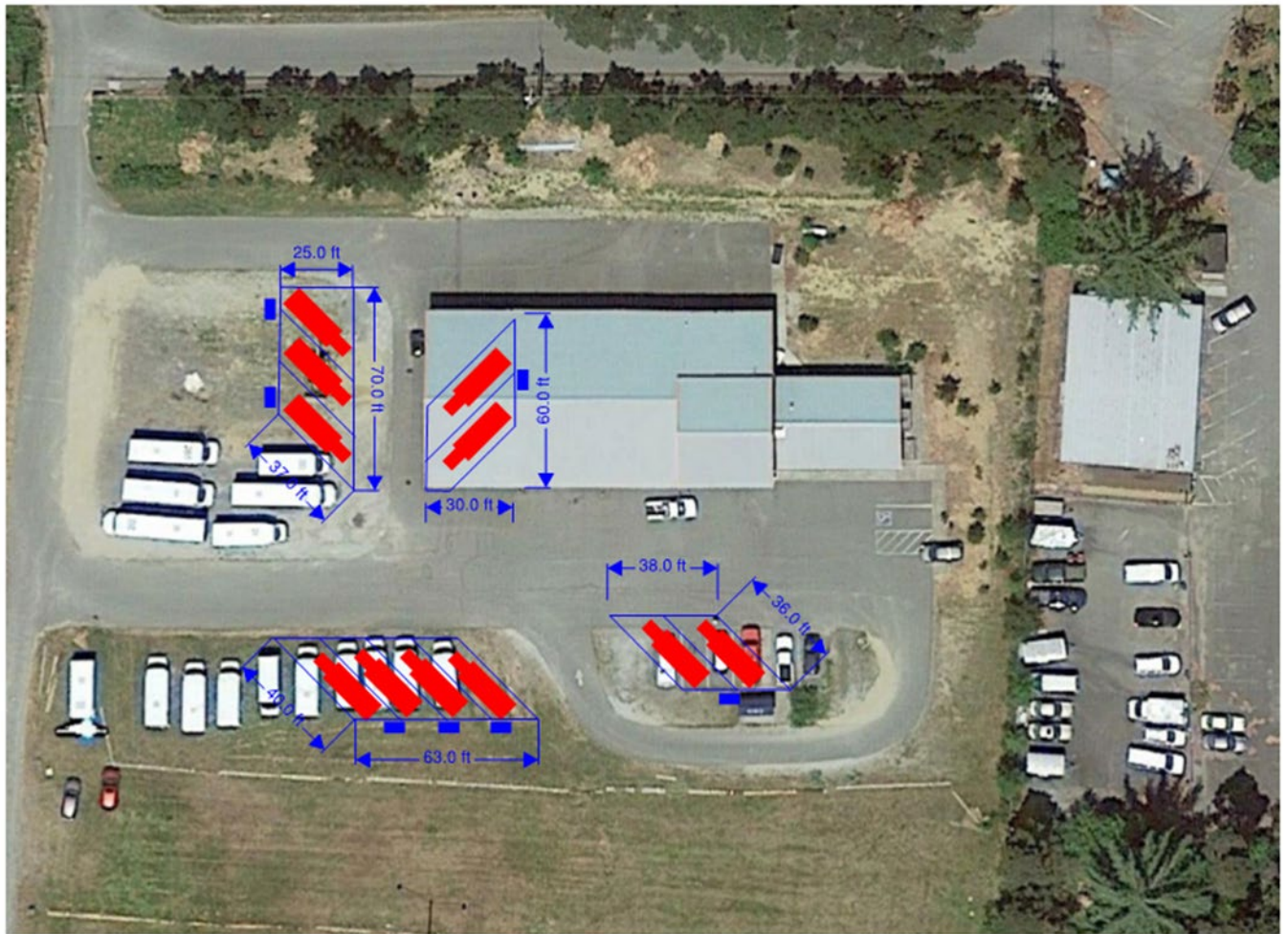


**Task 4 – Design Review Recommendations and Presentation** – Consultant shall prepare the above referenced tasks and draft technical memos into a draft and final plan, including presentation to the RCTA Board (virtual)

*Deliverables:*

- *Draft Technical Study and Layouts*
- *Final Technical Study and Layouts*

**Overview of 140 Williams Drive RCTA Facility (1.23 acres)**



## **Exhibit B – Sample RCTA Consultant Agreement**

### **AGREEMENT FOR ELECTRIC BUS CHARGING INFRASTRUCTURE PRELIMINARY ENGINEERING AND SITE PLANNING SERVICES FOR REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this 12<sup>th</sup> day of June 2023 , by and between the Redwood Coast Transit Authority (“RCTA”), and xxxxxxxxxxxx, an independent Contractor (“Contractor”).

#### **RECITALS**

WHEREAS, RCTA has a need to contract with an established contracting entity/company to furnish electric bus charging infrastructure and site planning 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 requested written proposals and Contractor submitted a timely and complete proposal in response, and RCTA deemed Contractor the most qualified to perform the services of electric bus charging infrastructure and site planning; and

WHEREAS, RCTA has selected Contractor for the electric bus charging infrastructure and site planning 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 firm for the electric bus charging infrastructure and site planning for RCTA and must provide the lead on the project, including planning the project timelines, outreach events, deliverables including drafts and tech memos, capital projects, service alternatives analysis, analysis of managerial staffing model including a peer review, and presentation of the project to the RCTA Board of directors and possibly other stakeholders. The final deliverable will be the electric bus charging infrastructure and site planning and preliminary engineering (30% plans) in its entirety, as described in the attached Exhibit A. A detailed Scope of Services is appended to this contract as Exhibit A. This RFP combined with the Contractor proposal in response to the RFP, shall comprise the agreement. 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 June 13, 2023 and, continues until the project is completed, estimated by October 31, 2023.

## **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 B. 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 One Million Dollars (\$1,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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, project schedule adherence, and plan content.

#### **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, and the Proposal submitted by xxxxx in response to the request for quotes, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to commence on June 13, 2023.

REDWOOD COAST TRANSIT AUTHORITY:

\_\_\_\_\_  
By: Joseph Rye, General Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Conneran, Legal Counsel  
Redwood Coast Transit Authority

CONTRACTOR:

\_\_\_\_\_  
XXXXXXXX, XXXXXXXXXXXXXXXX

Date: \_\_\_\_\_