



TRANSPORTATION AUTHORITY OF MARIN

REQUEST FOR PROPOSALS

DATE ISSUED: APRIL, 5TH 2018

COUNTYWIDE SAFE ROUTES TO SCHOOLS PROGRAM

PROPOSALS DUE: MONDAY, MAY 7TH, 2018 BY 4:00 P.M.

Transportation Authority of Marin
900 5th Avenue, Suite 100
San Rafael, CA 94901

TRANSPORTATION AUTHORITY OF MARIN

REQUEST FOR PROPOSALS COUNTYWIDE SAFE ROUTES TO SCHOOLS PROGRAM

BACKGROUND

The Transportation Authority of Marin (TAM) is the agency responsible for implementation of Measure A, a one-half cent transportation sales tax, and Measure B, the \$10 Vehicle Registration Fee. It is the intent of TAM to select a qualified consultant to manage and implement the Marin County Safe Routes to School program as defined in the Measure A Marin County Transportation Sales Tax Expenditure Plan, Strategy 4, and Measure B Marin County Vehicle Registration Fee Expenditure Plan, Element 3. (These documents are available on TAM's website: www.tam.ca.gov.)

The Program's goal is to build a physical environment, and encourage a social climate that supports children's ability to walk, bicycle, and carpool or take transit safely to school, in order to:

- Reduce traffic congestion around schools
- Create safer, calmer streets and neighborhoods
- Improve air quality and provide a cleaner environment
- Increase physical activity for children and youth
- Foster a healthier lifestyle for the whole family

The Safe Routes to School program was originally started in 2001 as one of two national model programs funded by the National Highway Traffic Safety Administration (NHTSA). The program was then expanded, first through the City of San Rafael and then through the County to be more inclusive of all Marin County schools. Presently, the Safe Routes to School program is administered by TAM. The Safe Routes to School program in Marin County has been cited as a model to others throughout California and the Country. The successful consultant needs to build upon past successes, maintaining the quality of the program developed to date in Marin and fine tuning and positioning the program for grant-funded expansion.

Over the past 17 years in Marin County, Safe Routes to School programs have been implemented at over 58 schools throughout the County. The program includes classroom education, encouragement through special events and contests, as well as safe routes neighborhood projects, mapping, and engineering assistance. The success of Marin's program is based largely on the broad-based involvement of teachers, engineers, school administrators, law enforcement, local elected officials, and parent volunteers all working together with program staff to ensure that the program is successful over the long term. A successful program has evolved primarily because of the staff team's ability to inspire and manage this tremendous volunteer effort. In 2008, the program was expanded to include focused efforts to implement Street Smarts and SchoolPool programs. These efforts will continue in the new contract.

The selected consultant will refine, expand, and build upon the success of the current Safe Routes to Schools program. The successful proposal must demonstrate:

1. Sufficient administrative capacity to manage public funds, specifically the various scope elements with associated fund sources and their eligibility, and meet all reporting and audit requirements associated with TAM.
2. Experience in developing and implementing large scale bicycle and pedestrian safety programs, similar to the existing successful program elements in Marin, including knowledge of successful programs outside of Marin County that may have features applicable to the County.
3. Experience working with organizational entities such as schools or public advocacy groups. Ability to coordinate various interests including school personnel, parent volunteers, neighborhood association members, public works staff, and local law enforcement to reach consensus on solutions to access issues or challenges. Experience with organizing and working with volunteer organizations.
4. Ability to develop and maintain websites and web-based information.
5. Ability to coordinate programs and projects involving multiple consultants and subconsultants. Ability to coordinate with regional and state Safe Routes programs and present opportunities to TAM.
6. Engineering expertise and experience in working with Public Works Departments and City/Town Engineers to develop conceptual recommendations for, and implementation of, pedestrian and bicycle enhancements.
7. Ability to make presentations to various audiences including elected officials as well as student assemblies or neighborhood task forces.
8. Ability to produce high-quality graphic and educational material for distribution as part of this program, including the production of a monthly newsletter and providing updated information on the Safe Routes to School program for the TAM website.
9. Ability to adhere to strict requirements for team members, including volunteers, who will have personal contact with school children (e.g., as trainers or instructors) to take a criminal background examination.
10. Ability to set criminal background minimum criteria acceptable to TAM that meets federal, state, and local standards. Assure team members meet criteria. Maintain such records in a secure environment.

SCOPE OF SERVICES

The following scope of services provides proposers with an outline of services that are expected to be offered as part of this program. The contract period is for three years, with the opportunity to be extended for one extension covering two years.

TASK 1: MANAGEMENT AND OVERSIGHT

The Consultant will provide appropriate and experienced program management staff to work with TAM and other agencies in managing this countywide program. The Consultant will provide expertise in appropriate budgeting, evaluation measures, and accountability for all programs. The Consultant will also ensure that program goals are consistent with good engineering practices and applicable design standards, as well as regional and national best practices for

Safe Routes to Schools programs. The Consultant must be able to respond to suddenly available grant funding and manage associated growth in the program. This task includes the following sub-tasks.

SUB TASK 1A: MANAGE PROGRAM

Manage the consultant team, including the school education and encouragement program, engineering program, and SchoolPool and Street Smarts programs. Conduct regular team meetings and conference calls. Participate in strategy meetings with TAM staff. Interact with Safe Routes teams through regional consortium and working groups. Prepare monthly, quarterly, and annual reports and presentations.

Monthly reports will accompany the Consultant's invoice and will include but not be limited to the following elements:

- A cover sheet with summary description of activities for each Task (sub-tasks are not required for invoicing).
- A spreadsheet matrix showing budget versus actual expenditures for each task. Note that expenditures must be delineated by each task, and not sub-tasks. *Fund sources, i.e., sales tax, vehicle registration fee, and grants must be tracked separately.*

The quarterly report will include a team meeting with TAM staff. The quarterly report will include but not be limited to the following elements.

- Financial status reports. In cases where program growth is reported, it should be portrayed in both percentages and raw numbers.
- Description of how programs were implemented and progress in achieving program goals.
- Recommendations for changes to program priorities and implementation based on experience.
- A review of activities and challenges for the period and the contract.

Annual reporting data is to be coordinated with publication of TAM's annual report, and will be presented by the Consultant to the TAM Board and Citizens' Oversight Committee (COC). The Annual Report will include but not be limited to the following elements:

- Financial status reports. Deliverables and progress should be tracked separately for each funding source (i.e., sales tax, vehicle registration fee, and grants). In cases where program growth is reported, it should be portrayed in both percentages and raw numbers.
- Performance measures such as the reduction of automobile trips, vehicle miles traveled reductions and the resulting improvement in air quality.
- Program level measures such as the number of participating schools added each year, number of students per school, the number of volunteers participating in the program, the continuation rate for existing schools, travel plans in process and the response time for inquiries.

- Individual School level measures that focus on mode shift and mode maintenance goals for bus transit, carpooling and non-motorized modes. These goals may vary by school due to individual circumstances such as catchment area, strength of team leaders, support of administration, terrain, and availability of bike/pedestrian/bus facilities.
- A brief summary of regional and national Safe Routes Programs that may be applicable to Marin County.
- Summary results of annual parent, student, and school surveys.

The Consultant will be required to establish a process for conducting and screening of personnel for employment on this contract. At a minimum, the consultant will develop a policy and procedure for conducting periodic background checks, as well as the screening thresholds for employment on this contract. The established process will, at a minimum, use State Code 667.5 and Department of Corrections and Rehabilitation Penal Code (PC) section 1192.7 and section 1192.8, to determine eligibility for employment on this contract.

SUB TASK 1B: COORDINATE WITH TAM PROGRAMS

Coordinate with related TAM programs, including the Crossing Guard and Safe Pathways programs, which are managed separately. The Crossing Guard program provides funding for intersections throughout Marin County. The Safe Pathways to School program provides capital improvement funds for the Safe Routes to Schools program. Other fund sources are also expected to be used by local agencies to implement these capital projects.

SUB TASK 1C: STAKEHOLDER OUTREACH

The Consultant will meet with a variety of stakeholder groups as part of regular management of the Safe Routes to Schools program. The Consultant team will present and solicit input from stakeholders to determine how the programs are working, and how they could be improved or expanded.

Stakeholder groups include, but are not limited to:

- The TAM Board and TAM committees, including the TAC and the COC.
- TAM's member agencies: the County of Marin and Marin's 11 cities and towns. The Consultant will prepare presentations for the TAM Board that will include performance highlights as well as financial status reports, in coordination with TAM staff.
- Quarterly review meetings with TAM staff and leadership. The Consultant will review and report program activities and challenges to TAM at quarterly review meetings.
- School officials including those in communities that already participate in Safe Routes to Schools activities and those that have not adopted a Safe Routes programs. Both public and private K-12 schools are included in the Safe Routes to Schools program.
- Countywide Public Works or City Manager meetings, covering the County of Marin and Marin's 11 cities and towns. Safe Routes to Schools can have significant impacts on local jurisdictions because recommendations from this program often require changes to infrastructure to provide improvements for enhanced bicycle and pedestrian access. The Consultant will be available to attend up to three Marin Public Works Association or Marin City Managers Association meetings per year.

- Marin Transit with respect to ongoing transit services, transit facility improvement, and school shuttles.

SUB TASK 1D: INTEGRATE PROGRAM REGIONALLY

Review best practices undertaken by other Safe Routes programs to potentially use within TAM's Safe Routes program. Participate in the regional Spare the Air Youth Technical Advisory Committee meetings on a quarterly basis. Promote TAM's Safe Routes program within Marin County and the Bay Area, as appropriate.

SUB TASK 1F: ESTABLISH SUSTAINABLE FUNDING

- Develop additional Safe Routes-related funding. Research and identify potential local, regional, state, and federal funding sources. Consider both private and public funding.
- Prepare grant applications for both non-infrastructure program funding and infrastructure funding. Coordinate infrastructure grant applications with local jurisdictions, specifically local jurisdiction public works, as appropriate.
- The proposal should discuss the available opportunities for grant funding during the contract period and the likely number of applications submitted during the contract period.

SUB TASK 1G: PROMOTE SAFE ROUTES TO SCHOOL PROGRAM

This task includes regular technical maintenance and upgrades to the program's web and social media sites as well as developing a media plan and strategies for multi-lingual outreach.

- Maintain the program's websites at <http://www.saferoutestoschools.org>, <http://www.streetSMARTSMarin.org/>, <http://schoolpoolmarin.org/>; the Safe Routes web pages on TAM's website at www.tam.ca.gov; and the program's social media sites. This includes adding new or revised materials, programs, and projects.
- Develop a media plan to promote the Safe Routes to Schools program within the schools, as well as on social and print media. The plan will include talking points, designated spokespeople, and a schedule of promotional activities. Prepare print media.
- Include a strategy for promotion of the Safe Routes program to support non-English speaking communities, particularly Spanish-speaking communities. This may include educational materials, promotional materials, and web-based options for multi-lingual education.

TASK 2: CONDUCT PROGRAM

The Consultant team will become familiar with previous studies and evaluations of the Safe Routes to School program. New contract implementation activities are expected to begin immediately following expiration of the current consultant contract on June 30, 2018, allowing the seamless continuation of the program.

The Consultant will be responsible for providing all resources necessary for the existing Safe Routes to Schools program, serving all public and private schools in the County with an interest in the program and ability to support Safe Routes activities. The task will continue Safe Routes activities in schools that already have programs underway. The proposal must identify a specific program of activities, including the type of activities and the number and frequency of the activities proposed at each school.

In all activities, consultant should consider or present strategies to provide culturally appropriate materials to non-English speaking communities.

SUB TASK 2A: FACILITATE DISTRICT TASK FORCES

- Provide logistical support for existing Task Forces including scheduling meetings, developing agendas, providing notification, preparing meeting summaries and facilitating meetings when necessary. Assist the Task Forces in implementation of Travel Plans and discussion of new issues. The Task Forces will include continuation of eight task forces for Dixie, Kentfield, Mill Valley, Novato, Ross Valley, San Rafael, Twin Cities (Corte Madera, Larkspur, Greenbrae), and West Marin School Districts. The following districts will be offered the opportunity to participate in existing Task Forces or to form their own: Reed, Ross, and Sausalito.
- For school districts that are interested but not yet participating in a Task Force, develop a Task Force or facilitate integration to an existing Task Force. Contact the school districts and local jurisdiction's staff, and work to develop volunteer team leaders. Assist Task Forces in setting goals and objectives and establishing a time line for the development of Travel Plans.
- Develop a strategy for creating Travel Plans for those schools that do not yet have them. The strategies will include a discussion of benefits along with costs and schedule. Travel Plans include gathering data for baseline information, walk audit notes, concept plans and identifying education, encouragement, and enforcement activities.
- Update and maintain existing Travel Plans. Each plan will include recommendations for education, encouragement, engineering, enforcement, and evaluation. Travel Plans will include baseline information about the schools, engineering concept plans, goals and objectives, and strategies for engineering enforcement, education and encouragement with an evaluation and an implementation matrix.
- Work with Marin Transit to promote supplemental school service and public transit ridership for students, and to promote youth transit fare discount programs.

SUB TASK 2B: INSTITUTIONALIZE THE PROGRAM

- Encourage school districts and the cities, towns and the county to establish policies supporting Safe Routes to Schools in their jurisdictions. Policies will institutionalize jurisdictional support for Task Forces, Travel Plans, classes, encouragement programs, and survey collection.

- Work with school Parent Teacher Associations (PTAs) to establish Safe Routes teams within the PTA organizational structure. Request PTAs to recruit and support a Safe Routes Team Leader and ensure that each Team Leader has support for establishing teams for ongoing activities.

SUB TASK 2C: DEVELOP AND SUPPORT EDUCATIONAL OPPORTUNITIES

- Schedule and provide trained instructors to teach bicycle and pedestrian oriented traffic safety courses to all participating schools. Teach pedestrian education to second grade classes. Teach bicycle safety courses to participating fourth and six grade classes. Use existing curriculum and improve upon curriculum where deemed necessary.
- Promote Green Ways class curriculum to all participating schools. Classes can be presented by Safe Routes trained instructors or curriculum instructions can be provided to the classroom teachers.
- Offer two-hour Riding with Youth classes at various locations throughout the county to teach families how to safety bike with their children. Promote the program through the schools and the school's team leaders.

SUB TASK 2D: DEVELOP AND SUPPORT ENCOURAGEMENT OPPORTUNITIES

- Recruit volunteers to act as “Team Leaders” in each school by working with former Team Leaders, PTAs and school officials. Team leaders will serve on the school district Task Forces, run events and contests, and assist in promoting the program. Support Team Leaders by providing training and contest materials, promotional information, and other logistical support. Assist Team Leaders in organizing International Walk to School Day and National Bike to School Day. Assist Team Leaders to establish weekly or monthly Walk and Roll to School Days.
- Develop materials and instructions for contests and events to encourage more walking, biking, and carpool or bus use. Effort should be made to provide culturally appropriate materials to non-English speaking communities.

SUB TASK 2E: ORGANIZE TEEN CLUBS THROUGH EXISTING OR NEW CLUBS

- Develop a strategy for supporting existing and identifying new teacher advisors at participating middle and high schools to assist with Safe Routes teen activities. Work with existing clubs, student leadership, and other opportunities to introduce Safe Routes resources to students. Work with student clubs or classes to develop activities that promote walking, biking, carpooling or bus use (where available). Provide logistical and material support for these activities.
- Include a strategy for facilitating club meetings and other educational activities with the teenagers. Assist students in developing special activities such as bike giveaways and distracted driving programs. Organize field trips for club members and for whole classes where requested. (Consultant shall have liability insurance coverage as shown in the attached sample contract.)

SUB TASK 2F: EVALUATE THE PROGRAM

Evaluation is an important component of the program. Evaluation information may be used to determine structure and goals for the future of the Safe Routes program over the duration of TAM's ½-cent, 20-year transportation sales tax (Measure A) program. Evaluation will use established metrics and benchmarks to determine the success of the program. Maintain confidentiality of student and parent information.

Every year:

- Provide schools with student tally surveys in the fall and spring and oversee the collection and compilation of data.
- Survey school principals or key staff participants in each school to evaluate program performance. Include data and analysis in Annual Report.
- Provide each school principal and team leader with a comprehensive report card of the schools progress and participation in the program. Compile results of the report cards to TAM.
- Working with teen student clubs, assist students in the development and distribution and tabulation of student attitude surveys where requested.

Every two years:

- Distribute parent surveys every two years, or when requested, to evaluate the progress of the program and recommend course corrections.

Every three years:

Prepare an overall Program Evaluation report every three years that highlights the program's educational, encouragement, engineering, enforcement, and funding successes, and provide recommendations to be integrated into the overall program.

The evaluation will document the range of services and programs currently offered, as well as those that may be ongoing, independent of this contract. The Assessment Report will include an analysis of the parent surveys and any other assessment tool results, an analysis of the effectiveness of these programs and recommendations for changes and/or additions to the program. Program cost, management/volunteer protocol, accountability and effectiveness will be examined.

All quantitative and qualitative data related to performance evaluation will be collected and summarized; where previous performance measures were established, a report will be made about the results of those performance measures, and recommendations will be made about whether that performance measure is sufficient. For program elements without established performance measures, and for elements where the previous performance measure was judged to be insufficient, new performance measures will be proposed and refined in collaboration with the client team.

Each program element will be presented using both graphics and text, including a description of the format, content, resources required (hard costs and person-hours) and an evaluation assessment will be performed and presented in tabular and text format. In addition to evaluating each program element, a meta-assessment of volunteer management, reporting protocol, and program structure will be completed.

Present the Program Evaluation report to TAM's TAC, COC, and Board.

TASK 3: PROMOTE SCHOOLPOOL MARIN/DEVELOP ROUTE MAPS

SchoolPool is a resource that facilitates carpooling, walking, and biking to schools within local neighborhoods. More information on the existing program is available on the program website (<http://schoolpoolmarin.org/>).

- Provide schools with logistical and material support to organize neighborhood walking school buses, bike trains and carpools. Provide schools with various TAM tools including the SchoolPool website and SchoolPool guidebook. Meet with Team Leaders, principals and other volunteers to develop a comprehensive plan for organizing by neighborhoods, recruiting captains, and launching and promoting SchoolPool.
- Prepare an annual evaluation report to assess the success of SchoolPool, including trip matches, mode share changes, vehicle miles traveled reductions, and greenhouse gas decreases.
- Prioritize expansion of the SchoolPool program to school districts with the largest catchment areas and the best opportunities to reduce congestion or automobile trips. Work with the school district Task Forces and local jurisdictions to prepare SchoolPool Neighborhood Maps. Update and maintain the SchoolPool website to incorporate maps, match users, and update materials.
- Develop a strategy for preparing SchoolPool Neighborhood Maps for all schools in Marin, recognizing prioritization criteria. Note that implementation may extend beyond the contract period.
- Working with school district Task Forces and local jurisdictions, prepare Suggested Route Maps. Maps will be prepared based on field reviews, student enrollment areas, and key travel patterns, and shall conform to the requirements in the California MUTCD. The Suggested Route Maps shall identify key routes to and from school, with consideration to existing roadway and intersection conditions and presence of sidewalks, pathways, crosswalks, traffic controls, and crossing guards. Maps shall incorporate safety tips. Maps shall be approved by local jurisdictional public works officials before publication and posting to the SchoolPool website.
- The proposal should provide a strategy for completing Suggested Route Maps for all Marin schools. Note that implementation may extend beyond the contract period.

TASK 4: PROMOTE STREET SMARTS MARIN

Since its 2009 pilot test in Corte Madera, Larkspur and Mill Valley, the Street Smarts program has expanded to include 10 of Marin's cities/towns. Funds from Measure B, the Vehicle Registration Fee, are allocated to cover the estimated annual cost of materials and storage, which are purchased and managed separately. Management of Street Smarts is included in Task 1.

The Consultant will continue to assist communities in the following activities:

- Facilitate Street Smarts Marin committee consisting of city, town, or county police and public works representatives. Meetings will occur about twice each year. Manage annual banner and sign deployment programs. Expand programs to San Rafael and Marin County, if requested. Manage other key elements of Street Smarts program, including safety brochures and fliers, display materials, the new pledge program, etc. Maintain the program's website (streetsmartsmarin.org).
- Working with the Street Smarts Marin committee, conduct an evaluation on the success of the program by surveying committee members and the general public.

TASK 5: PLANNING AND ENGINEERING

Planning and engineering services of physical improvements are an important element of the Safe Routes to Schools program. Measure A, the one-half cent transportation sales tax, provides funds for implementation of Safe Pathways projects. Additional funding sources are expected to be developed through Sub Task 1F.

The Consultant will include a California licensed Civil Engineer or Traffic Engineer who is experienced in traffic engineering practices and regularly meet with all stakeholders, including Public Works Directors/City Engineers and local Safe Routes Task Forces, to identify appropriate traffic improvements and other measures that will encourage safe bicycle, pedestrian and transit modes of travel to school. On a limited basis, the engineer may also work with the applicable Public Works staff in developing a conceptual design of appropriate projects, cost estimating, preparing grant applications for construction of potential improvement projects, and coordinating with other local road or bicycle and pedestrian facility upgrades, from various fund sources.

The Consultant must be trained in conducting walkability and bikeability audits. In addition, the Consultant must be knowledgeable of California's Supplement to the Manual of Uniform Traffic Control Devices (MUTCD), California Code of Regulations Title 24, and the Americans with Disabilities Act.

Implementation activities are expected to include, but not be limited to the following:

SUB TASK 5A: PROVIDE PLANNING AND ENGINEERING SERVICES

- Provide ongoing transportation planning and traffic engineering support to local jurisdictional public works departments. Conduct field reviews and meet with public

works staff to identify issues and potential remedies. Consultant will offer limited on-call services to local public works departments related to school travel safety needs. Need for support must be coordinated in advance with local public works staff.

- Organize and conduct school area walk audits. Lead Task Force participants, as well as jurisdictional representatives, on audit covering issues identified by the Task Force and/or local jurisdiction. Summarize issues identified during walk audit. Coordinate with local jurisdiction on priority locations, develop consensus on issues, and determine potential short-term and longer-range solutions.
- Engineering services shall be provided by a California licensed Civil Engineer or Traffic Engineer with experience in bicycle and pedestrian safety audits.

SUB TASK 5B: PREPARE CONCEPTUAL PLANS

- Based on the results of the walk audits and consultation with the jurisdictional public works departments, prepare “grant ready” Safe Routes concept plans. The concept plans shall be prepared using the Marin Safe Routes concept plan template. Each concept plan shall illustrate existing conditions and proposed enhancements. Potential measures may include, but are not limited to, street crossing improvements, sidewalk enhancements, added pathways, traffic calming improvements, bicycle lanes, and traffic controls. Concept plans shall use aerial imagery and photosimulations may be used. Each concept plan shall include a planning level cost estimate.
- Prepare corridor plans. Corridor plans illustrate existing conditions and proposed treatments along a linear corridor extending from one-quarter mile to one-mile long. Improvements may range from walkways, bikeways, shared pathways, crossing treatments, and traffic controls. Corridor plans shall use aerial imagery and include planning level cost estimates.
- All concept plans and corridor plans shall be prepared under the guidance of a California licensed Civil Engineer or Traffic Engineer and must be approved by the appropriate public works agency. Note that Task 5B work must be coordinated in advance with local public works staff with prior written approval from TAM, and is subject to case-by-case approval.

SUB TASK 5C: PROVIDE DESIGN FOR “LOW-COST” IMPROVEMENTS

- Provide design services for low-cost Safe Routes improvements that can be implemented in the short-term by local jurisdictions. These include elements such as pavement markings, signage, curb markings, and minor physical improvements. Improvement plans shall be prepared based upon prioritized needs identified by the school district Task Forces and/or jurisdictional public works departments.
- Prepare school area traffic control plans for individual schools. Plans shall be prepared in accordance with the provisions of Part 7 of the California Manual on Uniform Traffic Control Devices (MUTCD). The school area traffic control plans shall cover all streets peripheral to each school, as well as roadways within one-quarter mile of each school.

Note that Task 5C work must be coordinated in advance with local public works staff with prior written approval from TAM, and is subject to case-by-case approval. Consultant will obtain sign-off on each of the plans from the local jurisdiction's Director of Public Works, or his/her designee.

- The proposal should provide a strategy for providing school area traffic control plans for all participating schools. Note that implementation may extend beyond the contract period.

PROPOSAL REQUIREMENTS

Proposals shall be organized in the following format:

1. **Proposal:** The proposal shall not exceed 35 single-sided, 8-1/2" X 11" pages (excluding cover letter, resumes, and additional material). Resumes and other supplemental information should be included in an appendix. The minimum font size shall be size 10.
2. **Cover Letter:** Identify the prime consultant and describe any subcontract arrangements. Identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 90 days.
3. **Project Understanding and Approach:** Describe your understanding of the scope of services and your approach to meeting the program goals and objectives outlined in this RFP. Discuss how the services would be performed and how you will respond to the required deliverables.
4. **Team:** Describe your team organization, including the qualifications of the prime consultant and any subconsultants included in the team. Provide references with emphasis on those relating to bicycle and pedestrian education and engineering efforts provided by your team.
5. **Key Staff:** Identify all key team members, including relevant experience and proposed role. Include a statement that key team members will not be removed or reassigned without prior approval of TAM. Include their availability for work on this project/program. Be sure to identify your instructor(s) and engineering support staff and their relevant experience.
6. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of two single-sided pages).
7. **Work Plan:** Provide a proposed work plan for the scope of services outlined in this RFP.
8. **Project Schedule:** Provide proposed schedule, identifying major program milestones and key dates in the project schedule.
9. **Project Budget:** Provide a program budget, showing the budget for each task as outlined in this RFP. Include level of effort for each staff person with billing rates. Identify expected direct and all other applicable charges to program. Fixed costs will be separately identified and tallied. The total amount available to this program is approximately \$900,000 per year, which should include one full year of program operations, program planning, and implementation.
10. **References:** Provide at least three references each (including contact names and current phone numbers and email addresses) from recent work (previous three years) similar to the Safe Routes to School Program for the Project Manager, Project Engineer,

and other key staff members designated for the program. Include a brief description of the projects associated with the reference, and the role of the respective team member.

11. **Professional Services Contract:** Please indicate your willingness to accept the terms and conditions in the Standard Contract (attached), including your ability to comply with TAM's insurance requirements (section 6 of the Standard Contract), or list any requirement to which you take exception, and provide proposed alternate wording. Note that it is not TAM's intent to make substantial changes to the Standard Short Form Contract.

PROPOSAL SUBMITTAL PROCEDURE

The proposal shall be submitted in accordance with the following requirements:

1. The proposal shall be transmitted with a cover letter as described above.
2. The proposal shall be submitted with one (1) signed original and five (5) photocopies, along with electronic versions of all required documents on a flash drive.
3. The proposal shall be addressed to:

Transportation Authority of Marin
900 5th Avenue, Suite 100
San Rafael, CA 94901
Attention: Derek McGill
Email: dmcgill@tam.ca.gov

4. The proposal shall be dispatched in order to be received at the above address by the due date of 4:00 p.m. on Monday, May 7th, 2018. Email-only proposals will not be accepted.
5. TAM has tentatively scheduled consultant interviews, as necessary, May 22nd and/or 23rd, 2018.
6. Questions pertaining to this RFP, the scope of services, or the proposal should be directed in writing via email to:

Derek McGill
Email: dmcgill@tam.ca.gov

Questions and responses on the RFP must be received by April 18th and will be posted online on the TAM website on Friday, April 20th 2018 (www.tam.ca.gov under the RFP/RFQ section). Any addendums made to the RFP will be posted on TAM's website; proposers are required to acknowledge receipt of addendums in their proposal.

PROPOSAL EVALUATION AND AWARD PROCEDURE

The following criteria will be used to evaluate proposals and to select a consultant team to conduct the scope of services.

- Approach to the project and work scope
- Proposed work plan

- Qualifications and experience of the firm and its individual staff in similar undertakings
- Qualifications and experience of the designated project manager
- Quality (concise, relevant, informative, and complete)
- Cost effectiveness
- Ability to assume responsibility in a timely manner

A panel will evaluate all proposals and develop a ranking of the most qualified consultants. The evaluation panel will be drawn from qualified professionals. Members of the panel will not be revealed before the interviews.

The firms/teams may be invited to an interview. The Project Manager, and key team members should attend the interview.

Once the top firm/team has been determined, staff will start contract negotiations with that firm/team. If contract negotiations are not successful, the remaining firm/teams may be asked to negotiate a contract. The TAM Board of Commissioners is required to approve the negotiated contract, although work may be initiated with a Notice to Proceed (NTP).

SELECTION PROCESS DATES

Following are tentative dates for the selection process:

Distribute RFP transmittal	April 5th
RFP posted on TAM website	April 5th
Questions & Answers Due	April 18th
Questions & Answers posted on TAM website	April 20th
Proposals Due	May 7th
Consultant interviews (if needed)	May 22/23
Contract Negotiations/Final Selection	Week of May 29th
TAM Board Contract Authorization	June 28 th

LIMITATIONS/RIGHTS OF TAM

This RFP does not commit TAM to enter into a contract, nor does it obligate TAM to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

TAM may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the work described in this RFP.

TAM reserves the right to do each of the following, in any manner necessary to serve the best interests of TAM and the citizens of Marin County:

1. Reject any or all proposal submittals
2. Issue one or more subsequent Requests for Qualifications and/or RFPs
3. Postpone opening for its own convenience
4. Remedy technical errors in the RFP process

5. Negotiate with any, all, or none of the proposers responding to this RFP
6. Waive informalities and irregularities in any proposal

WORK SCOPE MODIFICATIONS

TAM reserves the right to request changes to the staffing and/or scope of work contained in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

TAM is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to TAM's construction, procurement, and professional services activities. To this end, TAM has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with TAM in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with TAM, the Contractor hereby makes the following assurance and agrees to include this assurance in any Agreements it makes with subcontractors in the performance of this contract: "The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as TAM deems appropriate."

TAM implements the DBE policy in accordance with DOT regulations, **and no contract specific DBE participation goal has been established for this contract.** However, Proposers shall cooperate with TAM in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of TAM Contracts and shall use its best efforts to insure that barriers to DBE's participation do not exist. By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms. For DBE questions and assistance, contact Bill Whitney, DBE Officer, at (415) 226-0823 or bwhitney@tam.ca.gov.

CONFLICT OF INTEREST

By submitting a proposal, proposer represents and warrants that, for the term of the resulting contract, no member, officer or employee of TAM, or of a public body within Marin County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in any such contract or any direct or material benefit arising therefrom, as defined in California Government Code Sections 1090

et seq. and 87100 et seq. Prohibited interests include interests of immediate family members, domestic partners, and their respective employers or prospective employers.

The proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 et seq. or 87100 et seq. during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Proposers must provide a list of any potential conflicts of interest in working for TAM. This must include, but is not limited to, a list of your firm's clients who are cities in Marin County, the County of Marin, and/or transit or transportation agencies that operate and/or have projects in Marin County, and a brief description of work for these clients. Identify any other clients that would pose a potential conflict of interest as well as a brief description of work you provide to these clients. This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.

Key team members may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at www.fppc.ca.gov/Form700.html.

After award, the winning proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other TAM solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to TAM; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subconsultant or vendor on any work related to this RFP if the subconsultant or vendor, or any employee of the subconsultant or vendor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFP.

PUBLIC RECORDS

The RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 et seq.) unless exempt by law. The proposal will remain confidential until the contract has been awarded. Each proposer should give specific attention to the identification of those portions of its proposal that it considers to be confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed by Alameda CTC under the Act. Any language purporting to render the entire

proposal or the cost proposal confidential or proprietary will be regarded as ineffective and will be deemed non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of proposer non-compliance, Alameda CTC may cancel, terminate or suspend the contract in whole or in part. Proposer may also be declared ineligible for further contracts with Alameda CTC.

Proposer and its subconsultants shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its subconsultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

SUBCONSULTANTS

Nothing contained in this RFP and the resulting contract or otherwise, shall create any contractual relation between TAM and any subconsultants, and no subcontract shall relieve the proposer of his/her responsibilities and obligations hereunder. The proposer agrees to be as fully responsible to TAM for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the proposer. The proposer's obligation to pay its subconsultants is an independent obligation from TAMs obligation to make payments to the proposer.

Any subcontract in excess of \$25,000, entered into as a result of this RFP, shall contain all the provisions stipulated in this RFP and resulting contract to be applicable to subconsultants.

Any substitution of subconsultants must be approved in writing by TAM in advance of assigning work to a substitute subconsultant.

CONTRACT REQUIREMENTS

The selected proposer will be required to sign TAMs standard professional services contract, (TAM Sample Professional Services Contract). TAM reserves the right to substitute and/or modify the TAM Sample Professional Services Contract prior to contract execution with acceptance by both parties.

1. Exceptions to the TAM Sample Professional Services Contract

Proposers shall be prepared to accept the terms and conditions of a standard form contract included as Appendix A (TAM Sample Professional Services Contract) hereto. Note that the Sample Professional Services Contract is subject to modification at any time prior to execution of the final contract. If a proposer desires to take exception to the contract, the proposer shall provide the following information as a section of the proposal:

- a. Proposer shall clearly identify each proposed change to the contract, including all relevant Exhibits and Attachments.
- b. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

Only exceptions that are included in the submitted proposals will be considered. No additional exceptions after proposal submissions will be considered during contract negotiations. Substantial exceptions to the contract may be determined by TAM, at its sole discretion, to be unacceptable and TAM will proceed with negotiations with the next highest ranked firm.

2. Invoicing Requirements

The selected proposer will be required to submit invoice forms as specified in TAMs standard professional services contract including any revisions.

3. Insurance Requirements

The selected proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in Appendix A (TAM Sample Professional Services Contract). Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Appendix A, within five (5) days of TAMs notice to firm that it is the successful proposer. Requests for waivers to TAMs insurance requirements should be submitted with the proposal using the form provided in Appendix A. TAM will review any insurance exception requests from the selected proposer, and issue waivers at its discretion if the changes requested are determined to be acceptable. Compliance with all material insurance requirements will be assumed.

4. Cooperation

After the contract award, the selected consultant shall carry out the instructions as received from TAM and shall cooperate with TAM staff and Commission members.

5. Identification of Documents

All reports and other documents completed as part of the resulting contract shall recognize the appropriate participating funds. Specific details will be provided to the successful bidder.

Appendix A: TAM Sample Professional Services Contract

Contract Log # _____

**CONTRACT BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
_____CONSULTING**

THE ABOVE-REFERENCED CONTRACT (this “**Contract**”) is made and entered into effective as of the _____ day of _____, 20__ (the “**Effective Date**”) by and between the TRANSPORTATION AUTHORITY OF MARIN a Joint Powers Agency (hereinafter referred to as “**TAM**”), and _____ Consulting, a _____ (hereinafter referred to as “**Consultant**”). TAM and Consultant are sometimes hereinafter referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

WHEREAS, TAM manages a variety of transportation projects and programs in Marin County, California; and

WHEREAS, TAM and Consultant desire to enter into an independent contractor relationship whereby Consultant shall perform for TAM certain services as set forth in **Exhibit A** attached hereto and hereby incorporated herein (collectively, the “**Services**,” which shall include, without limitation, all services, materials and other work product provided by Consultant hereunder), subject to the terms and conditions of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES

Scope of Work. Consultant agrees to provide the Services in a timely and professional manner, in accordance with the terms and conditions of this Contract. Subject to Sections 10 and 11, should Consultant retain the assistance of any other person or entity to perform the Services, Consultant agrees and warrants that each such assistant shall execute an agreement containing substantially identical terms as this Contract with regard to the obligations imposed on Consultant under this Contract. Consultant agrees that the scope of the Services may be modified by TAM at any time and for any reason. Consultant shall use its best professional skill and effort in performing the Services, which shall meet or exceed industry standards and Consultant shall complete each project, including any modifications by TAM thereto, on a timely basis.

Business Conflicts. Subject to Consultant’s compliance with the terms and conditions of this Contract, including without limitation Sections 14 and 15 below, Consultant may provide services for other parties, provided that the services provided by Consultant to third parties does not conflict with, and are not detrimental to, the interest of TAM. To ensure that Consultant does not provide services to third parties in a manner that conflicts with, or is detrimental to, the interests of TAM, Consultant shall fully and promptly disclose all possible conflicts to TAM.

2. ACCESS TO LANDS AND DATA

TAM guarantees access to and shall make provisions for Consultant to enter upon public and private lands as required to perform the Services. TAM shall make available all pertinent data and records for review by Consultant as required to perform the Services. TAM shall provide Consultant with general bid and contract forms and special provisions formats as necessary.

3. FEES AND PAYMENT SCHEDULE

The fees (the “**Fees**”) and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit A**. The Fees shall remain in effect for the Term (as hereinafter defined) of the Contract. Consultant agrees that Consultant shall not be entitled to any compensation whatsoever other than the Fees for the performance of the Services under this Contract or from TAM’s use of any Work Product (as hereinafter defined) related to, based on or derived from the Services. Consultant shall provide TAM with Consultant’s Federal Tax I.D. number prior to submitting the first invoice.

TAM shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. TAM shall pay Consultant all proper invoice charges within thirty (30) days of TAM’s receipt of an invoice that complies with **Exhibit A**. Consultant’s final invoice must be submitted within thirty (30) days of completion of the Services.

4. MAXIMUM COST TO TAM

In no event will the Fees for the Services to be provided herein exceed the maximum sum of _____ dollars (\$____,000.00) total, including direct non-salary expenses.

5. TERM OF CONTRACT

This Contract shall commence on the Effective Date and shall terminate _____ (____) months from that date (the “**Term**”).

6. INSURANCE

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the TRANSPORTATION AUTHORITY OF MARIN as an additional insured. Each certificate of insurance must be current on the Effective Date and if scheduled to lapse prior to the end of the Term, must be automatically updated before final payment may be made to Consultant. Each certificate of insurance and required endorsement shall be furnished to TAM prior to Consultant’s commencement of the Services. Each certificate shall provide for thirty (30) days advance notice to TAM of any cancellation in coverage, except for cancellation due to non-payment of premium, in which case the certificate shall provide for ten (10) days advance notice to TAM. Said policies shall remain in force through the Term and shall be payable on a per occurrence basis only, except those required by Sections 6.4.a. and 6.4.b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Failure to provide and maintain the insurance required by this Contract shall constitute a material breach of the Contract. In addition to any other available remedies, TAM may suspend payment to Consultant for any Services provided during any time that insurance was not in effect and until such time as Consultant provides adequate evidence that Consultant has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit B** attached hereto. A request for a waiver of the insurance requirements must specify whether Consultant is requesting reduced amounts of coverage or requesting to have a particular type of coverage waived entirely.

6.1 GENERAL LIABILITY

Consultant shall maintain a commercial general liability insurance policy in an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence. TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

Insurance Reduction or Waiver of Coverage Requested (Exhibit B)

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence.

Insurance Reduction or Waiver of Coverage Requested (Exhibit B)

6.3 WORKERS' COMPENSATION

Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Consultant has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to self-insure shall be provided to TAM prior to commencement of the Services.

Insurance Reduction or Waiver of Coverage Requested (Exhibit B)

6.4 OTHER INSURANCE

Consultant may be required to carry additional insurance based upon the nature of the work to be performed (the Services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims made policies must have a retroactive date either prior to the Effective Date or the beginning of the work in the Contract. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of the work in the Contract or end of the Term, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claim made policy with a retroactive date prior to the Effective Date, Consultant must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of the work in the Contract. Consultant shall maintain a policy limit of not less than One Million Dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed *Two Thousand Five Hundred Dollars (\$2,500) unless approved by TAM in writing.

6.4.a. Professional Liability Insurance..... **(check box if required)**

*Deductibles greater than Two Thousand Five Hundred Dollars (\$2,500) require Insurance Reduction/Waiver form **(Exhibit B)** to be completed.

6.4.b. Maritime Insurance..... **(check box if required)**

Consultant's general liability and/or professional liability insurance may be provided, in part, by self-insurance as long as Consultant provides either (1) evidence to TAM that Consultant has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) Consultant's general insurance reserves are adequate to provide the necessary coverage and TAM may conclusively reply thereon, or (3) if Consultant has a deductible of One Hundred Thousand Dollars (\$100,000) or more, TAM shall have the same benefits and protections as if Consultant carried insurance with a third party insurance company, satisfying the insurance requirements within this Contract.

7. REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION

7.1 Representations and Warranties. Consultant hereby represents or covenants, as applicable, and warrants that it, and each of its directors officers, employees, members, managers, partners, permitted consultants, contractors, agents, successors, heirs, representatives, beneficiaries, administrators,

executors, trustees, affiliates, permitted assigns and/or representatives (each and all, "Consultant" for the purposes of Section 7, 14 and 15): (i) is not a party to any agreement – and does not have any interest or obligation – that will limit, interfere, or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder; (ii) shall not, during the Term and thereafter, make any commitment or obligation or engage in any activity that will limit, interfere or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder, without obtaining TAM's express prior written approval; (iii) shall not infringe any and all right, title and interest, including, but not limited to, any and all patent rights, mask work rights, copyrights, moral rights, trade secret rights, trademark rights, including any and all supplements, enhancements, modifications, translations and derivative works thereto, whether now known or hereafter devised, industrial property rights, all other intellectual property rights and property rights of any nature whatsoever, and any and all renewals of the foregoing (separately and collectively, "**Proprietary Rights**") of TAM or any party in performing the Services or discharging any of Consultant's obligations hereunder; (iv) shall, at TAM's request, during the Term and thereafter, execute and/or verify any proper oath, assignment, application, specification or other document or instrument that TAM, its agents or attorneys (each a "**TAM Party**"), deems desirable or necessary to evidence or carry out this Contract's terms and conditions and/or compliance therewith; (v) shall use its best efforts to ensure that in performing the Services or fulfilling its obligations hereunder, Consultant does not in any way adversely impact TAM's reputation or goodwill; (vi) shall avoid deceptive, misleading, or unethical business practices; and (vii) shall comply with all applicable laws and governmental regulations in performing the Services and fulfilling its obligations hereunder.

7.2 Indemnity. Pursuant to CA Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold TAM, its employees, officers and agents harmless from all liabilities arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant.

8. NONDISCRIMINATORY EMPLOYMENT

Consultant and/or any permitted sub-consultant shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any permitted sub-consultant understands and agrees that Consultant and/or any permitted sub-consultant is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

9. DRUG-FREE WORKPLACE POLICY

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TAM's premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns will be deemed a material breach of this Contract.

10. SUBCONTRACTING

Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior express written approval of TAM except for any subcontract work identified and expressly authorized by TAM herein. If Consultant hires a sub-consultant under this Contract, Consultant shall require sub-consultant to provide and maintain insurance coverage identical to what is required of Consultant under this Contract and shall require sub-consultant to name Consultant as additional insured under each policy in accordance with this Contract. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its sub-consultant and shall forward to TAM evidence of same.

11. ASSIGNMENT

The rights, responsibilities and duties under this Contract are personal to Consultant and may not be transferred or assigned without the express prior written consent of TAM. Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing. Subject to the

foregoing restrictions, this Contract shall be binding upon, and inure to the benefit of, the Parties and their respective, heirs, administrators, executors, trustees, successors and permitted assigns.

12. LICENSING AND PERMITS

Consultant shall, at its sole expense, maintain all required government and other regulatory licenses throughout the Term of this Contract. Consultant shall also, at its sole expense, obtain any and all permits which might be required to perform the Services.

13. BOOKS OF RECORD AND AUDIT PROVISION

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be kept in accordance with generally accepted accounting practices. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the end of the Term or earlier termination of this Contract. Consultant will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Consultant shall promptly refund to TAM any monies erroneously charged to TAM.

14. CONFIDENTIALITY

14.1 Confidential Information. Consultant agrees that during the Term of this Contract, and thereafter, Consultant shall keep TAM's Confidential Information (as hereinafter defined) confidential and shall not, directly or indirectly, on behalf of Consultant or any third party, use divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information, except as expressly provided herein solely for TAM's benefit. "**Confidential Information**" means any confidential, trade secret or other proprietary information (in whatever form or media, and whether or not marked as confidential) disclosed by TAM to Consultant under this Contract (including, without limitation, any reproductions or copies thereof), except information that the Consultant clearly proves to TAM: (a) is public knowledge at the time of disclosure, (b) was known by the Consultant before disclosure by TAM, or becomes public knowledge or otherwise known to the Consultant after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the Consultant by persons without access to Confidential Information of TAM. Confidential Information shall include, without limitation, the following categories of information: any and all nonpublic information relating to TAM, methodologies, data, databases, know-how, procedures, techniques, tutorials and processes of TAM, services rendered or deliverables furnished by TAM, financial and operational information, and other matters relating to the operations or projects of TAM including traffic data and traffic studies, information relating to actual or potential clients and/or client lists, client requirements, forecasts and projections, accounting, finance or tax information, pricing information, and the terms of this Contract.

14.2 Protection and Disclosure of Confidential Information. The Consultant shall exercise at least the same degree of care and protection with respect to the Confidential Information of TAM that it exercises with respect to its own Confidential Information, but in no event shall the Consultant exercise less than a reasonable standard of care, and in addition shall not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of TAM except to the extent expressly permitted in writing by TAM. Notwithstanding the above, the Consultant may disclose Confidential Information of TAM to the employees and agents of the Consultant who have a bona fide need to know and to third parties if so required by law (including court order or subpoena), provided that such disclosure is made in accordance with the terms of Section 14.3. Consultant acknowledges that breach of this Section will cause irreparable harm to TAM entitling TAM to injunctive relief, among other remedies.

14.3 Notification Obligation. If the Consultant becomes aware of any unauthorized use or disclosure of the Confidential Information, the Consultant shall promptly and fully notify TAM of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Consultant or any of its

employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, the Consultant shall not disclose the Confidential Information without providing TAM at least twenty-four (24) hours prior written notice of any such request or requirement so that TAM may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. Notwithstanding the foregoing, the Consultant shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with TAM to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

14.4 Restricted Storage and Access. Consultant shall access Confidential Information that is stored electronically only via TAM's computers, and shall access Confidential Information only while Consultant is at TAM's offices, unless otherwise expressly authorized by TAM in writing. If Consultant wishes to store Confidential Information electronically, Consultant may only store such Confidential Information on TAM's computers located at TAM's offices. Under no circumstances shall Consultant copy Confidential Information onto non-TAM computers or other equipment not owned by TAM without the express prior written consent of TAM. Consultant shall not remove any Confidential Information from TAM's offices without the express prior written consent of TAM. TAM reserves the right, in its sole discretion, to revoke any authorization or consent given hereunder.

14.5 Mutual Cooperation. Each Party shall notify and cooperate with the other Party in enforcing TAM's rights if such Party becomes aware of a threatened or actual violation of TAM's confidentiality requirements by a third party. Upon reasonable request by TAM, the Consultant shall provide copies of the confidentiality agreements entered into with its agents or independent contractors relating to this Contract.

14.6 Return of Confidential Information. Upon the termination or expiration and non-renewal of this Contract or upon the request of TAM, Consultant shall either promptly return the Confidential Information, and any and all reproductions and copies thereof, to TAM or destroy all such Confidential Information, and Consultant shall sign an affidavit certifying to TAM under penalty of perjury that all such Confidential Information in Consultant's possession has been returned or destroyed.

15. WORKS FOR HIRE

15.1 Work Product. Consultant acknowledges and agrees that the Proprietary Rights in and to any and all studies, deliverables, inventions, ideas, improvements, know-how, designs and discoveries, whether or not patentable and whether or not reduced to practice, patents, trademarks, trade secrets, original works of authorship (including, but not limited to, all algorithms, HTML, Java files and associated data, graphic materials, illustrations, creative writings, written information, photographs, product documentation, flow charts, databases, developments, processes, techniques, formulae, technology, drawings, marketing, advertising, product plans, reports, specifications, technical data, any computer program (source code and object code), research, schematics, prototypes, models and products) made, conceived and/or created by Consultant, whether solely or jointly with others that: (i) is developed in whole or in part on TAM's time or using TAM's computers, equipment, supplies, facilities or Confidential Information; (ii) results from, or is suggested by, any task or project assigned to Consultant under this Contract, the Services or the fulfillment of Consultant's obligations under this Contract; or (iii) relates in any manner to the actual or reasonably anticipated project, work, research and/or operations of TAM (separately and collectively, "**Work Product**"), is solely owned by, and belongs to, TAM. Consultant expressly acknowledges and agrees that all such works of authorship are "works made for hire" as defined in the U.S. Copyright Act and belong exclusively to TAM to the fullest extent permitted under applicable law. Consultant hereby waives and shall not assert any and all moral rights Consultant may have to such works of authorship, which may inure to Consultant under the laws of any nation.

15.2 Assignment of Work Product. If Work Product, or any part thereof, is for any reason deemed not to constitute works made for hire owned by TAM, or if Consultant should, by operation of law or otherwise, be deemed to retain any rights thereto, for good and valuable consideration, including without

limitation the consideration recited herein, Consultant hereby grants, conveys, bargains, sells, assigns, transfers and delivers to TAM, its successors and assigns, any and all of Consultant's Proprietary Rights, in and to the Work Product. Consultant also expressly assigns to TAM all legal rights necessary for TAM to pursue any legal action against any third party arising out of or in connection with the Work Product assigned hereunder. Consultant shall cause Consultant's permitted successors and assigns to assign all Proprietary Rights in Work Product to TAM to the maximum extent permitted by law. Consultant covenants not to personally, or cause any third party to, infringe any of TAM's Proprietary Rights in or to the Work Product. Upon the request of TAM, its agents or attorneys (each a "**TAM Party**"), Consultant shall promptly execute further written assignments and any additional document a TAM Party, in its sole and absolute discretion, deems necessary to effect, record and/or perfect the transfer of rights, title and interest in and to the Work Product.

15.3 Disclosure of Work Product. Consultant agrees that in connection with any Work Product Consultant shall: (i) promptly disclose such Work Product in writing to TAM (which shall be received in confidence by TAM), to permit TAM to claim rights to which it may be entitled under this Contract, and (ii) if TAM requests, promptly execute any additional written assignment of title to TAM for any Work Product required to be assigned by this Section 15 and Consultant shall preserve any such Work Product as Confidential Information of TAM. If Consultant believes that Consultant is entitled to ownership, either in whole or in part, of any Work Product, Consultant shall immediately so notify TAM's Board in writing. Consultant shall preserve all Work Product as Confidential Information of TAM. Consultant expressly agrees and covenants to keep and maintain adequate and current written records of all Work Product. The records will be in the form of notes, sketches, drawings and any other format that may be specified by TAM and shall at all times be available to, and remain the sole property of, TAM.

15.4 Termination of Proprietary Rights. TAM and Consultant hereby acknowledge that certain Proprietary Rights in and to Work Product assigned to TAM hereunder may, under certain circumstances and after the assignment thereof to TAM, be terminated by Consultant in accordance with the provisions of the Copyright Act. The Parties further acknowledge that it is their intention that, if any such assignments are terminated by Consultant, TAM shall have the exclusive rights of first and last refusal with respect thereto, which right of first and last refusal shall be exercised as follows:

Until the expiration of a period of sixty (60) days following TAM's receipt of a valid notice of termination with respect to any such Proprietary Rights, Consultant shall not negotiate with any third party with respect to the grant, sale, assignment, license, or other transfer of the Work Product thereof. During said sixty (60) day period, Consultant shall negotiate in good faith and exert best efforts to reach an agreement with TAM for TAM's acquisition of such Proprietary Rights and/or Work Product. If TAM and Consultant fail to reach agreement by the end of said sixty (60) day period, Consultant shall be free to negotiate with third parties for the grant, sale, assignment, license, or other transfer of such Proprietary Rights and/or Work Product, only for terms and conditions more favorable to Consultant than those last offered by TAM.

If Consultant receives such a bona fide offer from a third party, which offer Consultant wishes to accept, Consultant shall notify TAM of the terms therein in writing and TAM shall have ten (10) days from its receipt thereof to notify Consultant that it desires to acquire the Proprietary Rights and/or Work Product subject to the terms of such offer. If TAM so notifies Consultant, such copyrights shall automatically vest in TAM and Consultant shall enter into a written agreement with TAM reflecting such terms and conditions promptly after Consultant's receipt of such notice. If TAM does not so notify Consultant and Consultant does not accept such third party offer, the foregoing procedures shall apply to any further offers which Consultant receives and wishes to accept, including any offer containing identical terms and conditions rejected by Consultant, whether received by Consultant from the same or from a different third party.

15.5 Patent, Trademark and Copyright Registrations. Consultant agrees to assist any TAM Party, at TAM's expense, to secure TAM's rights in the Work Product and any Proprietary Rights relating thereto in any and all countries, including the disclosure to TAM of all pertinent information, written records and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other

instruments that a TAM Party, in its sole discretion, deems necessary to apply for and obtain such rights. Upon the request of a TAM Party, Consultant shall promptly execute any and all applications for U.S. or foreign patent, trademark or copyright registrations regarding Work Product and execute any additional documents and do all other lawfully permitted acts to further the prosecution and issuance letters of registration thereon. Consultant hereby irrevocably appoints each TAM Party as Consultant's attorney-in-fact for the purpose of executing such registration applications, assignments and additional documents in Consultant's name and stead and with the same legal force and effect as if executed by Consultant.

16. TERMINATION / FORCE MAJEURE

- A. If Consultant fails to properly provide in any manner the Services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance hereunder, TAM may terminate this Contract by giving five (5) calendar days written notice to Consultant.
- B. Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming Party.
- C. Either Party may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent in accordance with Section 30.
- D. In the event of termination not due to the fault of Consultant, Consultant shall be paid for Services properly performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract including any and all amendments thereto.
- E. Upon receipt of termination notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Contract on the date specified by TAM and to minimize the liability of Consultant and TAM to third parties as a result of termination. All such actions shall be subject to the prior approval of TAM. Such actions shall include, without limitation:
 - i. Halting the performance of the Services and other work under this Consultant on the date(s) and in the manner specified by TAM.
 - ii. Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - iii. Terminating all existing orders and subcontracts.
 - iv. At TAM's direction, assigning to TAM any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, TAM shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - v. Subject to TAM's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
 - vi. Completing performance of any Services or work that TAM designates to be completed prior to the date of termination specified by TAM.
 - vii. Taking such action as may be necessary, or as TAM may direct, for the protection and preservation of any property related to this Contract which is in the possession of Consultant and in which TAM has or may acquire an interest.
- F. In no event shall TAM be liable for costs incurred by Consultant or any of its sub-consultants after the termination date specified by TAM, except for those costs associated in compliance with the immediately preceding subsection (E). Non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution

of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under subsection (E).

G. TAM's payment obligation under this Section shall survive termination of this Contract.

17. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

A. Sections 14, 15, 17, and each other provision of this Contract that may be reasonably construed to survive termination hereof, shall survive termination or expiration of this Contract for any reason.

B. Subject to the immediately preceding subsection (A), upon termination of this Contract prior to the expiration of the Term specified in Section 5, this Contract shall terminate and be of no further force or effect. Consultant shall transfer title to TAM, and deliver in the manner, at the times, and to the extent, if any, directed by TAM, any work in progress, completed work, supplies, equipment, and other materials produced as part of, or acquired in connection with the performance of this Contract, and any completed or partially completed work which, if this Contract had been completed, would have been required to be furnished to TAM. This subsection shall survive termination of this Contract.

18. RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that in the performances of the Services herein, Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of TAM. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all payroll withholding taxes, social security, and worker's compensation arising from or relating to Services. Consultant or any agent or employee of Consultant is liable for the acts or omissions of itself, its employees and its agents. Nothing in this Contract shall be construed as creating an employment or agency relationship between TAM and Consultant or any agent or employee of Consultant.

Any terms in this Contract referring to direction from TAM shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. TAM does not retain the right to control the means or the method by which Consultant performs work under this Contract.

19. PAYMENT OF TAXES AND OTHER EXPENSES

Should TAM, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Contract shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). TAM shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Consultant for TAM, upon notification of such fact by TAM, Consultant shall promptly remit such amount due or arrange with TAM to have the amount due withheld from future payments to Consultant under this Contract (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Contract, Consultant shall not be considered an employee of TAM. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in TAM's financial liability so that TAM's total expenses under this Contract are not greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant was not an employee.

20. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by TAM, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, equipment, or materials, and thereafter the unsatisfactory character of such work, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by TAM and in such case must be replaced by Consultant without delay.

21. SUBMITTING FALSE CLAIMS AND MONETARY PENALTIES

Pursuant to Government Code sections 12650 et seq., any Consultant, sub-consultant or consultant who submits a false claim shall be liable to TAM for three times the amount of damages that TAM sustains because of the false claim. A Consultant, sub-consultant or consultant who submits a false claim shall also be liable to TAM for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to TAM for a civil penalty for up to \$10,000 for each false claim. A Consultant, sub-consultant or consultant will be deemed to have submitted a false claim to TAM if the Consultant, sub-consultant or consultant: (a) knowingly presents or causes to be presented to an officer or employee of TAM, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by TAM; (c) conspires to defraud TAM by getting a false claim allowed or paid by TAM; (d) has possession, custody, or control of public property or money used or to be used by TAM and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by TAM and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TAM; (g) is a beneficiary of an inadvertent submission of a false claim to TAM, subsequently discovers the falsity of the claim, and fails to disclose the false claim to TAM within a reasonable time after discovery of the false claim.

22. MODIFICATION OF CONTRACT

This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by duly authorized officers or representatives of both Parties and approved in the same manner as this Contract.

23. ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the Parties, and supersedes all other oral or written agreements, understandings and provisions between them, concerning the subject matter hereof. This Contract may be modified only as provided in Section 22.

24. SEVERABILITY

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such invalid or unenforceable provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

25. JURISDICTION AND VENUE / LEGAL EXPENSES

This Contract shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws principles. The Parties agree that exclusive venue for any dispute arising hereunder shall be in a state court located in Marin County, California, or federal court located in San Francisco, California, and the Parties hereby consent to the exclusive jurisdiction of such courts. If TAM initiates legal action to enforce its rights under this Agreement, TAM shall be entitled, in addition to all other remedies available

under law, to recover its legal expenses incurred in connection therewith, including without limitation reasonable attorney's and expert witness fees.

26. LIABILITY OF TAM

TAM's payment of obligations under this Contract shall be limited to the payment of the compensation provided for in Sections 3 and 4 of this Contract. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL TAM BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT, EVEN IF TAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

27. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with any and all Federal, State and local laws (including, but not limited to Covenant Against Contingent Fees, below) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from TAM's contact person referenced in Section 30 (NOTICES) below.

28. COVENANT AGAINST CONTINGENCY FEES

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

29. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION / MISCELLANEOUS

Should any question arise as to the meaning and intent of this Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Executive Director of TAM, who shall decide the true meaning and intent of the Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings used in this Contract are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Contract. This Contract shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Contract. Whenever used in this Contract, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, corporation, or other legal entity all as the context and meaning of this Contract may require.

30. NOTICES

All notices permitted or required under this Contract shall be in writing and shall be sent by registered or certified mail, or by FedEx or other similar overnight courier, to the Parties at their respective addresses below. A notice sent by registered or certified mail shall be deemed given five (5) business days after deposited in the mail, or one (1) business day after being sent by FedEx or similar over night courier for next day delivery. This Contract shall be managed and administered on TAM's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to TAM at the following location:

Contract Manager: Derek McGill
 Location: Transportation Authority of Marin
900 Fifth Avenue, Suite 100
San Rafael, CA 94901
 Contact: 415.226.0825
dmcgill@tam.ca.gov

Notices shall be given to Consultant at the following address:

Consultant: _____
 Location: _____

 Contact: _____

31. ACKNOWLEDGEMENT OF EXHIBITS

CONSULTANT'S INITIALS

- EXHIBIT A.** **Scope of Services and Budget** _____
EXHIBIT B. **Insurance Reduction/Waiver** _____

IN WITNESS WHEREOF, the Parties have executed this Contract on the Effective Date.

TRANSPORTATION AUTHORITY OF MARIN:

CONSULTANT:

By: _____
 Dianne Steinhauser, Executive Director

By: _____
 Authorized Signature

 Name (Print)

 Title

 Company Name

 Federal Employer ID Number or SSN