



## **REQUEST FOR PROPOSALS**

### **HUMAN RESOURCES CONSULTANT SERVICES**

For the

**TRANSPORTATION AUTHORITY OF MARIN**

900 Fifth Avenue, Suite 100  
San Rafael, CA 94901

*Issued on February 28, 2023*

**Proposals due by:**

**3:00 p.m. March 27, 2023**

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## **Introduction**

The Transportation Authority of Marin (TAM) is requesting proposals from qualified Human Resources (HR) consultant firms to examine the total compensation plan for TAM's staff positions in comparison to similar positions at comparable agencies as well as for ongoing HR consulting support. All proposals are due to TAM by 3:00 p.m., March 27, 2023.

This Request for Proposals (RFP) stipulates the program's scope of services and proposal process.

### **About TAM**

As the Congestion Management Agency (CMA) and sales tax administrator for Marin County, TAM plays a major role in improving the quality of life for Marin County residents and developing and maintaining the economic viability of our local region by funding transportation projects and programs that improve mobility, reduce congestion, and provide a transportation system with more options for those living, working, visiting and traveling in Marin County.

Thanks to Marin County voter support of transportation funding, we have two revenue sources that are dedicated to transportation projects and programs in Marin County. TAM administers the expenditure plans for Measure A, the ½ cent sales tax measure passed in 2004, renewed as Measure AA in 2018, and Measure B, the \$10 Vehicle Registration Fee passed in 2010. TAM also serves as Marin's Congestion Management Agency and is responsible for coordinating funding for many of the transportation projects and programs in the County.

TAM coordinates the diverse mix of projects and programs that are necessary for improving overall mobility, including roads, highways, sidewalks, Safe Routes to School, bicycle lanes, transit and alternative commute options.

### **TAM Organization Structure**

TAM currently has 14 full-time employees, with 1 working at 32 hours per week. The Executive Director is the appointing authority for employees, and the Executive Director is employed on a negotiated contract with the TAM Board of Commissioners, while all others are hired on an at-will basis by the agency.

TAM's current organization chart is provided as Appendix A, and salary ranges for each active position is provided as Appendix B, and benefit structure is provided as Appendix C.

## Service to Be Provided

TAM is requesting qualified firms to submit a proposal for HR consulting services to conduct an independent salary and benefits study for all 14 full-time employees. The purpose of the study is to examine the total compensation plan offered by TAM in comparison to similar agencies and positions in the current labor market. TAM's last agency-wide classification study was conducted in 2011. The consultant will conduct a formal salary and benefits survey to compare current TAM salary ranges and benefits with those of comparable agencies (between 5-8 agencies). The consultant will recommend appropriate and competitive compensation ranges as compared against the selected agencies. Study recommendations will be presented to the TAM Board for review, approval, and implementation if determined in 2024.

TAM is also requesting proposals for ongoing HR support which will be utilized as needed. This would cover, but not be limited to, HR related matters that we may need professional guidance such as recruitment service, legal compliance issues, etc.

The consultant will prepare a report that includes the following:

- 1) Review of current salary and benefit structure.
  - a) Determine whether current structure meets the needs of TAM and if salary levels should be based on employment type/position.
  - b) Develop recommendations and provide feedback for consideration and approval.
  
- 2) Review current employee compensation.
  - a) Comparison of classification salaries to peer organizations.
  - b) Recommendations for changes to maximum and minimum salary levels.
  - c) Comparison of total compensation, including benefits, to peer organizations.
  - d) Provide any recommendations for adjusting or adding benefits.
  
- 3) Provide ongoing HR consulting services, on an as needed basis, including but not limited to the following:
  - a) Review and update of job descriptions and performance evaluation process
  - b) Review and recommend improvement to TAM organization/operation structure
  - c) Provide legal compliance support with federal, state, and local laws and regulations related to employment and internal policies and procedures
  - d) HR policy and form documentation review and compliance
  - e) Ongoing required HR training services
  - f) Payroll and tax reporting and compliance
  - g) Recruitment of new staff employees including onboarding requirements

The report should include written recommendations along with associated data and calculations in an excel format.

## **Project Timeline**

TAM anticipates the consultant would provide preliminary recommendations by June 15, 2023, and complete a final report by June 30, 2023.

## **Proposal Requirements**

The proposal shall not exceed a total of 25 pages, not including the transmittal letter and necessary appendices, such as team member resumes. The proposal package should be provided in electronic format, either in Adobe PDF or MS Word format, and be provided to Emily Tong, TAM's Senior Accountant, at [etong@tam.ca.gov](mailto:etong@tam.ca.gov). The proposal should include the following required sections:

1. **Transmittal Letter:** The proposal shall be transmitted with a cover letter describing the firm's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process.

The transmittal letter should include a statement confirming the TAM website has been checked for revisions or addenda to this RFP no more than three business days before the proposal due date, and a list of each revision or addenda that has been issued by TAM and incorporated into the proposal.

The transmittal letter also should include a statement indicating the firm's willingness to accept the terms and conditions in the attached sample contract (Appendix D), including the ability to comply with TAM's insurance requirements, or list those to which the Contractor takes exception, and, as appropriate, provide proposed alternate wording. Note especially the insurance requirements and the non-performance financial penalties. It is not TAM's intent to make substantial changes to the attached sample contract; however, TAM will adjust certain language to memorialize aspects of the selected firm's proposal when necessary.

A person authorized by the firm to negotiate a contract with TAM shall sign the cover letter.

2. **Qualifications and Experience:** The proposal shall provide the qualifications and experience of the proposer, including but not limited to the following:
  - a. Provide a brief description of the firm including its history, size, and structure of firm ownership.

- b. A description summarizing the firm's experience over the past five years in providing similar services to public agencies. Provide specific examples.
- c. A statement identifying the Project Manager and highlighting the experience most relevant to this engagement.
- d. A description of the firm's understanding of and experience with the San Francisco Bay Area labor market.

Please emphasize the specific qualifications and experience in providing classification study and HR consulting services. Key Team Members shall be identified in the proposal and are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of TAM.

3. Project Understanding: This section shall clearly convey that the firm understands the nature of the work, including coordination with and approvals from TAM staff when needed.
4. Approach and Management Plan: This section shall provide the proposed approach and management plan for providing the required services. Describe the proposed approach for the study, including detail of key tasks and timelines. This may include a discussion with TAM's Executive Director and Deputy Executive Director/Chief Financial Officer of the firm's general methodology used in conducting such a study and better understand TAM's study needs and purpose, including the selection of comparable agencies.
5. References: Please provide a minimum of three references from relevant clients with similar operations to TAM. Include contact names, phone numbers and email addresses for each reference.
6. Cost: Provide a total cost estimate, including travel expenses, and "not to exceed" amount for the work described in the services to be provided, a rate schedule for computing any extra work not specified in the contracted scope of work, and if applicable, an amount to be deducted from total cost estimate because Consultant is conducting (or has conducted in the past six (6) months) salary surveys of comparable agencies, the data of which can be shared rather than independently gathered.

## Proposal Evaluation and Selection Procedure

### Evaluation Criteria:

The proposals will be evaluated and scored on a 100-point total basis using the following criteria:

Project understanding	10
Project approach	30
Qualifications and specific experience of Key Team Members	30
Project cost	20
References	10
Total	100

TAM will evaluate each proposal and may establish a “short list” of qualified firms that will be asked to attend an interview in which each firm will demonstrate its understanding of, and approach to the scope of services provided.

### Selection Process and Timeline:

Below is the timeline for the proposal submittal, interview and final selection approval process:

<b>February 28, 2023</b>	<b>RFP Issued by TAM</b>
<b>March 14, 2023</b>	<b>Last day for submittal of questions</b>
<b>March 21, 2023</b>	<b>Responses to Questions Posted on TAM Website</b>
<b>March 27, 2023</b>	<b>Proposals Due No Later than 3:00 PM</b>
<b>Week of April 3, 2023</b>	<b>Interviews (if necessary)</b>
<b>April 27, 2023</b>	<b>TAM Board approval of contractor selection</b>

If you have any questions regarding this RFP, please contact:

**Emily Tong**  
**Senior Accountant**  
**Phone (415) 226-0824**  
**Fax (415) 226-0816**  
**etong@tam.ca.gov**

### **Solicitation Disclaimer**

TAM reserves the right to reject any and all responses. TAM reserves the right to award to other than the lowest proposer. All responses to this RFP become the property of TAM upon submission. The costs of preparing a proposal and participating in an interview are at the sole expense of the proposer.

TAM reserves, holds, and may exercise, at its sole discretion, the rights and conditions in regard to this RFP and procurement process indicated below. The firm, by submitting a proposal, acknowledges and consents to the following conditions relative to the procurement process and the ultimate selection of a firm to perform the proposed work:

- TAM reserves the right to cancel this procurement process at any time, for any reason, at its sole discretion; thus, this RFP does not oblige TAM to procure or contract for any services.
- Any proposals not received by the submittal date and time indicated in the above timeline in this RFP may be rejected.
- All submittals accepted by TAM for evaluation become the property of TAM and will not be returned. Such property, once in TAM's possession, becomes public information and subject to requests under the Public Records Act regardless if a firm has marked the RFP as "confidential".
- TAM reserves the right to seek clarifications from any or each of the proposing consulting firms in order to fully understand the nature of the submittals.
- TAM reserves the right to eliminate any firm from further consideration if the submittal is incomplete or is not responsive to the requirements of this RFP.
- TAM reserves the right to select, negotiate with, and enter into a contract with the firm whose submittal is deemed to be most advantageous to TAM. Further, TAM reserves the right to discuss and negotiate modified or additional terms to those included in the submittal.
- TAM reserves the right to discontinue negotiations with any proposing firm.

## Appendices

*Appendix A.*      *Organizational Chart*

*Appendix B.*      *Salary Schedule*

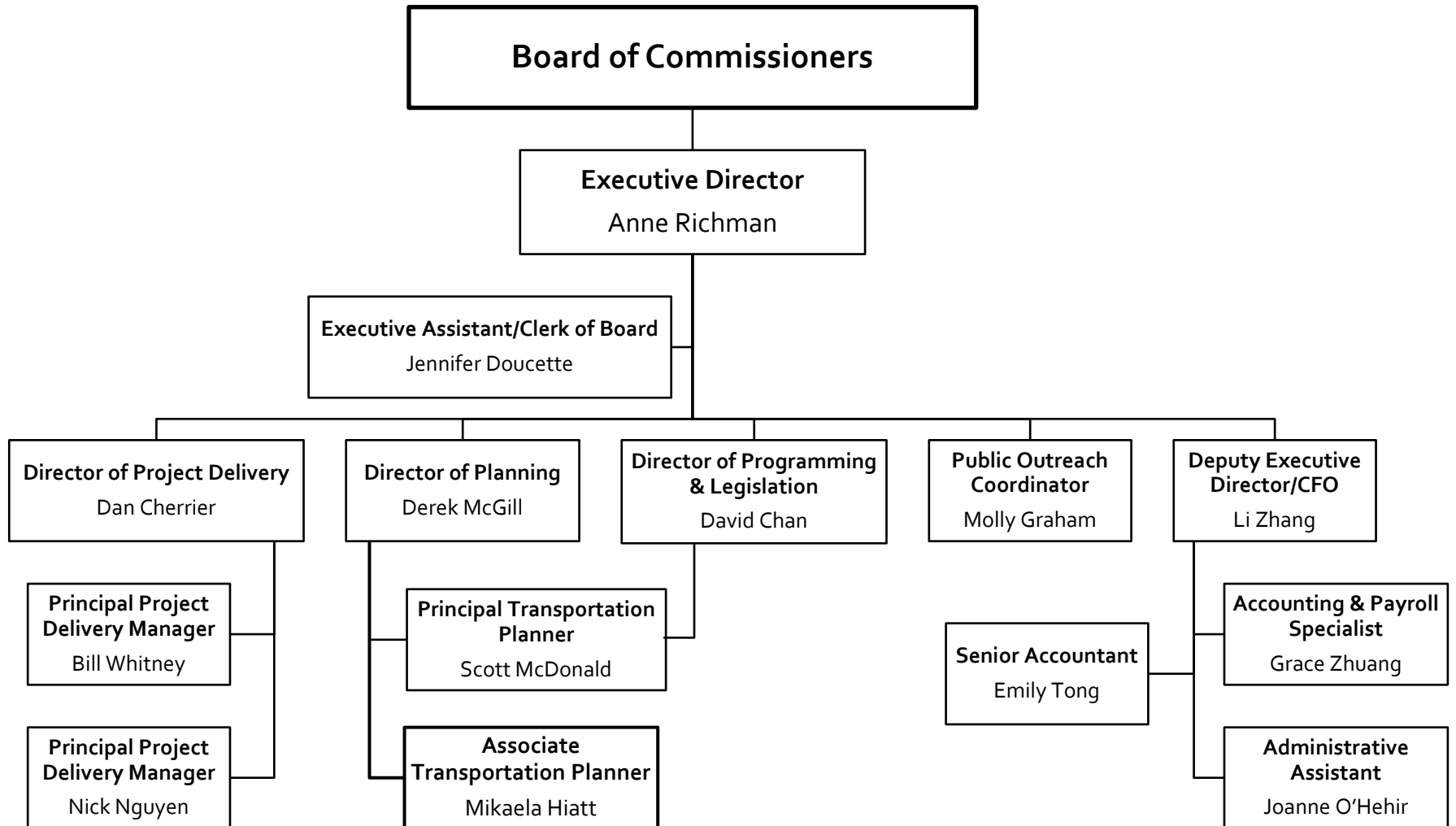
*Appendix C.*      *Benefits Summary*

*Appendix D.*      *Short Form Contract*



# Transportation Authority of Marin Organization Chart

*As of Jan 1, 2023*



**Transportation Authority of Marin**  
**Classification & Salary Range**  
*(Effective July 1, 2022)*

Position Classification	FLSA	Monthly		FTE
		Minimum	Maximum	
	<i>Note 2</i>			
Executive Director - <i>Note 1</i>	E		\$ 22,486.83	1.0
Deputy Executive Director/Chief Financial Officer	E	\$ 13,862.37	\$ 17,327.98	1.0
Executive Assistant/Board of the Clerk	E	\$ 7,282.72	\$ 8,895.51	1.0
Public Outreach Coordinator	E	\$ 10,211.65	\$ 12,441.90	1.0
Director of Programming and Legislation	E	\$ 12,704.27	\$ 15,517.68	1.0
Director of Project Delivery	E	\$ 13,110.94	\$ 16,014.41	1.0
Principal Project Delivery Manager	E	\$ 12,791.16	\$ 15,623.81	2.0
Director of Planning	E	\$ 12,402.84	\$ 15,149.50	1.0
Principal Transportation Planner	E	\$ 10,382.79	\$ 12,682.09	1.0
Associate Transportation Planner	E	\$ 7,687.14	\$ 9,389.49	1.0
Senior Accountant	E	\$ 7,633.29	\$ 9,300.43	1.0
Accounting and Payroll Specialist	NE	\$ 6,523.88	\$ 7,968.61	1.0
Administrative Assistant	NE	\$ 4,603.06	\$ 5,622.43	0.8
				13.8

*Note 1: Executive Director does not have salary steps.*

*Note 2: Fair Labor Standards Act (E-exempt, NE-Nonexempt)*



## Benefits Summary

**Vacation Leave:** Full-time employees accrue vacation from date of hire. Vacation is accrued each pay period, below is the annual vacation accrual schedule for full time employees. Part-time employees accrue vacation on a prorated basis.

Years of Service	Annual Vacation Hours	Maximum Accrual Hours
0 to 5 Years	120	240
6 to 14 Years	120 + 8 hours upon completion of each additional year of service.	Twice the annual amount
15 Years or More	200	400

**Sick Leave:** Full-time employee's accrual of sick leave begins at the end of the employee's first full month of service. Sick accrual is 4 hours per month with an additional 48 hours of sick leave accrued upon completion of each of the first two years of employment. Part-time employees accrue sick leave on a prorated basis.

**Administrative Leave:** Full-time employees receive 24 hours per year. Prorated for new hires and part-time employees.

**Holiday Pay:** 12 paid holidays per year.

**Medical Plan:** TAM participates in the CalPERS Health Program to be its medical benefit provider. It offers employees and dependents a choice between PPO or HMO health plans, which TAM pays a significant share of the premium for employee and family.

TAM's contribution toward the medical premium is up to 100% of the Kaiser premium for employee only, up to 95% of the Kaiser premium for employee plus spouse, and up to 90% of the Kaiser premium for employee plus family. Employee is responsible for any premiums that exceed the approved employer contribution.

**Dental and Vision Plan:** 100% employer-paid dental and vision plan benefits to employees and their dependents. Employees are responsible for their deductible and co-payments.

**Other Insurance:** 100% employer-paid Group Term Life Insurance up to \$200K, Short-Term and Long-Term Disability Insurance (STD/LTD). TAM also offers an Employee Assistance Program (EAP).

**Retirement:** TAM offers all employees retirement benefits through the California Public Employees' Retirement System (CalPERS).

For new CalPERS member hired after December 31, 2012, the benefit formula is 2.0% at 62. The employee is responsible for the employee's share of the pension cost. Benefit formula for Classic CalPERS members is 2.0% at 55 and TAM pays both the employer and employee contributions.

TAM does not participate in the Social Security Benefit Program.

**Retiree Medical:** TAM is subject to the Public Employees' Medical and Hospital Care Act (PEMHCA) through CalPERS Health Program, which establishes Minimum Employer Contribution (MEC) of medical premium cost upon retirement. TAM employees hired after January 1, 2018 and who retire from TAM will receive the retiree medical benefit which is 5% of the current MEC for the first year of TAM's CalPERS Health Program contract (YR 2018), which is increased by 5% each year thereafter until it reaches 100% of the current MEC premium.

**457 Deferred Compensation Plan:** All employees are eligible to participate in a 457(b) deferred compensation plan. Participation is optional and there is no employer contribution. Annual maximum contribution is based on the IRS allowed limit.

**Flexible Spending Accounts:** All employees are eligible to participate in the TASC Flexible Spending Accounts for medical (out-of-pocket), dependent care and transit and parking expenses on an annual basis. Maximum participant salary reductions are based on the IRS allowed limits.

**Other:** TAM also offers annual cost of living adjustment (subject to TAM Board approval), paid jury duty and witness leave for up to 10 working days per assignment, school visits leaves, voting time, educational enhancement/professional training and development, tuition reimbursement and travel expense reimbursement.

***IMPORTANT NOTE:***

Benefits described herein do not represent a contract and may be changed without notice and do not apply to temporary positions.

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 local government 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: \_\_\_\_\_  
Location: Transportation Authority of Marin  
900 Fifth Avenue, Suite 100  
San Rafael, CA 94901  
Contact: 415.226.08\_\_\_\_\_  
@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: \_\_\_\_\_  
Anne Richman, Executive Director

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal Employer ID Number or SSN