



Request for Proposals

for

Transportation Data Services

by the

Transportation Authority of Marin (TAM)

Responses due:

4:00 p.m., September 2, 2026

Submit Proposals to:

Derek McGill

Director of Planning

dmcgill@tam.ca.gov

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I. INTRODUCTION

The Transportation Authority of Marin (TAM) is the Congestion Management Agency (CMA) for Marin County and the Transportation Sales Tax Authority established to administer funds raised by the County's Measure AA transportation sales tax approved by voters in 2018 and the voter approved Measure B Vehicle Registration Fee. The TAM Board includes representatives from each incorporated city and town in Marin County, plus the five members of the County Board of Supervisors. TAM is responsible for planning, programming, and coordinating Federal, State, and Regional funds for transportation projects within Marin County as well as administration of transportation projects within Marin County.

II. BACKGROUND

TAM's Countywide Transportation Plan (CTP), adopted in 2024, identifies the Development of a Data and System Management Program as a key opportunity to align data collection efforts with the needs and priorities established as part of the CTP. This effort has two major focus areas, data on travel behaviors and investment data.

With the passage of amendments to the Measure AA Expenditure Plan in 2026, there is now additional need to align the travel behavior data with the planning of multimodal, multi-agency transportation corridors, referred to in Measure AA as Reimagined Roadways. To support the development of this category, and a data driven approach towards corridor planning, TAM is seeking a data analytics platform to provide transportation planning data and information for Marin County.

III. REQUESTED SERVICES

TAM is seeking a data analytics platform to provide transportation planning data and information for Marin County.

At a minimum, this platform must provide a corridor analysis tool to compare multiple roadway corridors that are user defined in Marin County. The corridor analysis tool should be able to provide data on:

- vehicle speeds, delay and counts
- transit volumes, speeds and reliability
- freight/commercial data
- bike/pedestrians' volumes
- safety and/or driver behavior data
- origin and destination data

Please identify available vehicle volume count data (AADT/MADT/ADT), year of available data, and any vehicle classifications (including electric vehicles). Please identify temporal coverage of the requested data sets above.

The tool must allow for “select link” analysis, “gate to gate” analysis and zonal analysis. The tool should also allow for the ability to define custom corridors, buffers, screen lines, and study areas. The platform must allow staff to view, analyze, and export the data and map travel data at the census block groups, census counties and jurisdictional level. Please describe the data types and tools available to conduct this type of analysis. Please specify years of data available and the frequency of data updates.

The platform must have ability to capture trips that originate outside Marin County and end in Marin County and that begin in Marin County and end outside Marin County.

Vendors must describe validation standards established for the relevant data sets identified above and provide documentation about data sources and technical approach to generate travel data, and quality of data provided.

Vendors must describe any limitations to accessing the data, downloading data or making data available to the public. Unless otherwise noted, TAM shall own the downloaded data and be allowed to store and share the data with Marin's public agencies, consultants, and other stakeholders.

The contractor shall provide necessary training in how to use the platform and provide technical assistance to staff and licenses when needed.

Please identify all hosting, system and computing requirements relevant for the data platform.

Licenses

Authorized TAM staff shall not have limitations in exporting the data from the platform, unless identified in the proposal. TAM shall have no less than 10 authorized licenses to access the platform. The platform should support use by multiple Marin public agencies with varying levels of technical expertise. Vendors should also identify any costs for up to 50 licenses for Marin partner agencies (specifically local jurisdictions, County departments and transit operators) to directly access the platform.

Additional Data (Mandatory Disclosure)

Vendors must complete the attached Additional Data Information Form (Exhibit A). Vendors are not required to have every dataset or tool requested in Exhibit A but must clearly indicate if the data or tool requested exists and is available for TAM's use.

IV. REQUEST FOR PROPOSALS INSTRUCTIONS

The response to this RFP shall be submitted in accordance with the following requirements:

1. Electronically submit one PDF file of your qualifications. The qualification package (excluding any resumes and the transmittal letter) shall not exceed a total of 25 double-sided, 8.5" x 11" pages. Any 11x17 pages should be limited in use and will count as two pages to the page limit. The qualification statement will be of sufficient quality to show your ability to respond to the minimum requirements of the RFP.
2. *Transmittal Letter*: The qualification statement shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the qualification statement shall be valid for a 90-day period and should include the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with TAM shall sign the cover letter.
3. *RFP Understanding*: Describe your understanding of the scope of work and ability to provide specific datasets and tools to meet the goals stated in this RFP.
4. *Technical approach*: Please describe capabilities of the data provided for transportation planning purposes. Please describe the capabilities of the platform and the approach for accessing, analyzing and querying data. Please describe any customer training, privacy and data governance and the data foundation, quality and validation.
5. *Qualifications and Experience*: The qualification statement shall provide the qualifications and experience of the data provider. Please emphasize the specific qualifications and experience in delivering similar datasets and tools for public agencies.
6. *Additional Relevant Information*: Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
7. *References*: The qualification statement should provide a minimum of three references (including contact names and current phone numbers) that indicate the ability of your firm to successfully deliver this project.
8. *Cost Proposal*: Please identify annual cost for each year of the five year contract duration for the requested data package, and any additional costs for data identified as an additional cost in Exhibit A. All cost proposals must allow for TAM to select additional data sets based on costs. Please clearly differentiate costs between TAM license requirements and any additional license costs for partner agencies.

9. *Professional Services Contract*: Indicate your willingness to accept the terms and conditions in the attached Sample Contract (Exhibit B), including your ability to comply with TAM's insurance requirements, any conflict of interest, or list those to which you take exception, and, as appropriate, provide proposed alternate wording. Note that it is not TAM's intent to make substantial changes to the attached sample contract.
10. *Artificial Intelligence*: TAM has adopted an Artificial Intelligence (AI) policy that requires disclosure of the use of AI, as well as explicit language addressing data ownership, security, audit rights, and model limitations. All contractors and sub-contractors will need to comply with [this policy](#). Please state how your firm uses AI and how data and privacy are protected.

Submittal Procedure

The qualification packages shall be submitted in accordance with the following requirements:

1. The qualification/proposal packages shall be transmitted with a cover letter as described above.
2. The qualification/proposal packages shall be submitted electronically to dmcgill@tam.ca.gov
3. The qualification/proposal packages shall be dispatched to be received at the above address no later than 4:00 p.m., Wednesday, September 2, 2026. Late qualification packages will not be accepted.
4. Questions pertaining to this RFP or the Scope of Services should be directed in writing via email to Derek McGill, dmcgill@tam.ca.gov.

TAM will make every effort to provide individual responses to all written questions submitted and will not respond to questions posed by any means other than e-mail. Responses to technical questions may take up to two working days and all responses (with questions) will be posted on TAM's website: www.tam.ca.gov, under the RFP/RFQ section.

V. METHOD/CRITERIA FOR SELECTION

The following criteria will be used to evaluate qualification packages and to select a consultant team:

1. Demonstrated ability to meet the requirements of the RFP.
2. Responsiveness to overall data needs in Exhibit A.
3. Fee information.
4. Ability to support TAM's partner agencies.

A panel will be convened to evaluate the qualification statements and develop a ranking of the most qualified proposers. The panel may include representatives from TAM staff and from other public agencies. Members of the panel will not be revealed prior to interviews.

Top ranked proposers may be invited to be interviewed remotely by the panel. If interviews are required based on an initial evaluation, the most qualified teams are to be scheduled during the weeks of September 7th and/or 14th. Once the top firm has been determined, staff will start contract negotiations with that firm. If contract negotiations are not successful, the remaining firms may be asked to negotiate a contract. The TAM Board is required to approve the negotiated contract.

VI. SELECTION PROCESS DATES

August 4th	RFP Released
August 14th	Final Day for Submittal of Questions
September 2nd	Proposal Packages Due
Weeks of Sept. 7th & 14th	Interviews (tentative)
October 2026	Finalize Contract Negotiations
October 22nd	TAM Board Award Contract

VII. GENERAL TERMS AND CONDITIONS

- 1. Conflicts of Interest.** The proposer shall disclose any currently known or potential conflicts of interest with TAM. The proposer's signature affixed to and dated on the cover letter shall constitute a certification, under penalty of perjury under the laws of the State of California, that the proposer declares that it is not currently and will not during the performance of any services for TAM participate in any other work involving a third party with interests currently in conflict or likely to be in conflict with TAM's interests without TAM's approval.
- 2. Amendments to RFP.** TAM reserves the right to amend or cancel this RFP by addendum before the final submittal due date. Revisions to the RFP shall be posted on the TAM website at least one full business day prior to the deadline for submittal of responses. It is the responsibility of each proposer to check the website for any revisions related to this RFP. The proposer shall confirm in the transmittal letter of its response the receipt of all addenda issued to this RFP.
- 3. Non-commitment of TAM.** This RFP does not commit TAM to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
- 4. Waiver of Informalities and Irregularities.** TAM reserves the right to waive any minor informality or irregularity when it determines that doing so is in TAM's best interest and does not compromise the fairness or integrity of the procurement process.
- 5. Confidentiality.** Before award of the contract, all responses to this RFP will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all responses), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the responses confidential will be regarded as non-effective and will be disregarded.

EXHIBIT A – Additional Data Information Form

Exhibit A – Additional Data Information Form

For each line below, please provide responses to specific data questions. Not all data is required, but vendors must note whether it exists, if it is available as part of the standard data package, or if it is available for additional cost.

	Requested Information	Proposers, please identify any datasets requested, or if the analysis is available. Where applicable, please use Yes/No/NA answers.	Available in standard data package? (Y/N/NA)	Available at additional cost? (Y/N/NA)
Traffic & Roadway Network				
1.	Please identify if there are any tools or datasets that provide vehicle occupancy rates on corridors.			
2.	Please identify datasets and/or tools available to assess network speeds capable of visualizing speed profiles across individual roadway links to identify recurring congestion.			
3.	Please identify any datasets or tools to develop V/C ratios or similar LOS based metrics			
4.	Please identify any datasets and/or tools to sort trips by their primary activity or trip purpose (e.g., home-to-work commute, home-to-school, shopping/errands, and purely social, recreational, or leisure activities).			
5.	Please identify any datasets and/or tools to sort trips by socioeconomic factors (age/average income)			
6.	Please identify if the platform can calculate average trip lengths (in miles) and trip durations (in minutes) for all modes of travel.			
7.	Please identify level of temporal detail available for volume data.			
8.	Please identify if the platform identifies desire lines or route patterns.			

Exhibit A – Additional Data Information Form

Active Transportation				
9.	Please identify any datasets that provide estimated pedestrian and bicycle volumes across the entire local and regional network.			
10.	Please identify the ability to classify volumes of non-motorized trips by Mode, specifically separating between bike and peds.			
11.	Please identify the ability to determine Origin Destination of bike trips.			
12.	Please identify datasets and/or tools available to assess bicycle speeds capable of visualizing speed profiles across individual network links.			
13.	Please identify the ability to sort non-motorized trips by their primary activity or trip purpose (e.g., home-to-work commute, home-to-school, shopping/errands, and purely social, recreational, or leisure activities).			
14.	Please identify any tools to calculate average trip lengths (in miles) and trip durations (in minutes) specifically for walking and biking modes.			
15.	Please identify if the platform identifies desire lines or route patterns.			
16.	Please identify level of temporal detail available for volume data.			
Transit Demand, Performance, & Market Segmentation				
17.	Please identify if platform ingests General Transit Feed Specification (GTFS) data.			
18.	Please identify ability to visualize network-wide transit passenger volumes.			
19.	Please identify any tools or datasets of transit travel times, transit competitive indices, and overall transit reliability.			
20.	Please describe the ability to view transit passenger trip trajectories to identify where transit riders originate and their final destinations.			

Exhibit A – Additional Data Information Form

21.	Please identify any tools or datasets for latent transit demand by identifying high-volume automobile travel corridors that currently lack adequate transit service but possess demographic and spatial characteristics highly favorable to transit adoption.			
22.	Please identify the ability to detail transit market segmentation tools that pair origin-destination travel flows with granular traveler demographics (e.g., commute purpose, income brackets, age).			
Predictive Scenario Planning & Network Disruption				
23.	Please identify any tools for self-service Scenario Planning / Road Closure simulator that allows agency staff to model custom road closures, lane restrictions, or major detours.			
24.	Please identify any tools to automatically forecast how traffic will dynamically redistribute across neighboring local streets and regional networks, outputting changes in volume and VMT (Vehicle Miles Traveled).			
Vehicle Miles Traveled (VMT) Data				
25.	Please identify VMT datasets in the platform, and ability to automatically compute annual and per capita VMT rates for the county.			
26.	Please identify VMT Datasets at granular geographic scales (e.g., Census Block Groups, Traffic Analysis Zones (TAZs), or custom-drawn study areas).			
27.	Please identify ability to isolate and break out VMT into distinct categories, including Residential VMT, Home-Based Work (Commute) VMT, and Commercial/Freight VMT.			
28.	Please identify if VMT capabilities include internal-internal, internal-external, external-internal, and external-external trips			
29.	Please identify if VMT capabilities include any breakouts for electric vehicles or freight.			

Exhibit A – Additional Data Information Form

Safety Data				
30.	Please identify available safety data and tools, including any safety analytics modules that allows users to identify high-exposure risk corridors for cyclists and pedestrians.			
31.	Please identify available vulnerable road user assessment tools to enable analysis where high multi-modal activity intersects with high auto volumes.			
32.	Please identify available data and tools to assess specified travel corridors speeds, distracted driving or other forms of safety analysis that may be available.			
Historical Trend Analysis & Daily Mobility Data				
33.	Please identify any tools to access archive of daily mobility data to enable trend monitoring.			
34.	Please identify ability to support before-and-after project evaluations, giving agency staff the ability to select specific months to measure the empirical impact that infrastructure changes (e.g., a newly deployed bike lane, a transit route adjustment, or a road diet) had on local traffic volume, speed profiles, and driver behavior.			
35.	Please identify ability to perform daily volume investigations allowing users to select specific date ranges to understand changes in traffic volumes due to major events, infrastructure disruptions, holiday periods, etc.			
Data Access, Storage and Sharing				
36.	Please identify ability to provide up to 50 licenses for TAM consultants or partner agencies located in Marin and any costs associated with additional licenses for partner agencies.			

Exhibit A – Additional Data Information Form

Additional Data Services				
37.	Please identify any Historical travel datasets before 2021			
38.	Please identify any Telework rates datasets			
39.	Please identify any Parking inventory datasets			
40.	Please identify any Parcel level land use data			
41.	Please identify any Total daytime or nighttime population datasets (inclusive of residents, visitors, commuters, etc.)			
42.	Please identify any Total economic activity trends (Corridor, jurisdiction, activity)			
43.	Please identify any Data or tools to differentiate Bike & E-bikes			
44.	Please identify any turning movement counts datasets			

EXHIBIT B – TAM Sample Contract

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

THE ABOVE-REFERENCED CONTRACT (this “**Contract**”) is made and entered into effective as of the X Day of X 2025 (the “**Effective Date**”) by and between the TRANSPORTATION AUTHORITY OF MARIN a Joint Powers Agency (hereinafter referred to as “**TAM**”), and XXXXX, Inc., a X Corporation (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 11 and 13, 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. Significant changes to **Exhibit A** Services may result in price adjustment as shown in **Exhibit A** upon mutual agreement of Parties. Consultant shall use the standard of care 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 will work with the Consultant to gain access to and 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.

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 X dollars (\$X.) total, including direct non-salary expenses.

5. TERM OF CONTRACT

This Contract shall commence on the Effective Date on page 1, and shall terminate thirty-six (36) months from that date (the “**Term**”) with a single option for two single year extensions.

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. A waiver of subrogation is also required. Should any of the required insurance policies in this contract be cancelled for any reason or non-renewed, it is the consultant’s duty (the Named Insured on the policy) to notify TAM immediately upon receipt of the notice of cancellation or non-renewal from the insurance company or immediately upon consultant’s decision to cancel or non-renew the insurance. Said policies shall remain in force through the Term and shall be payable on a per occurrence basis only, except those required by Sections 7.4.a. and 7.4.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 C** 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 C)**

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 C)**

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 C)**

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 *Twenty Five Thousand Dollars (\$25,000) unless approved by TAM in writing.

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

*Deductibles greater than Twenty Five Thousand Dollars (\$25,000) require Insurance Reduction/Waiver form **(Exhibit C)** 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.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. Insurers not licensed in the State of California should have a current A.M. Best's rating of no less than A X.

If Consultant hires subcontractors, Consultant shall require its subcontractors to name Consultant and TAM as additional insured under its commercial general liability insurance policy and Consultant shall require all

its subcontractors to furnish separate certificates and endorsements. All insurance for subcontractors shall be subject to all of the requirements stated herein.

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.

Nothing contained in this Contract or otherwise, shall create any contractual relation between TAM and any subconsultants, and no subconsultant shall relieve Consultant of his/her responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAM for the acts and omissions of its subcontractors 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 Consultant. Consultant's obligation to pay its subconsultants is an independent obligation from TAM's obligation to make payments to Consultant.

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

Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the TAM.

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

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, the state, the State Auditor, FHWA, or any duly authorized representative of the federal government 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 15.3. 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 22.
- 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. Any unpaid Fixed Fee amounts will not be paid.
- 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 25, 26 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, 4 and 5 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:	X
Location:	900 5 th Avenue, Suite 100 San Rafael, CA 94901
Contact:	415.226.XXXX X@tam.ca.gov

Notices shall be given to Consultant at the following address:

Consultant:	X
Location:	X X
Contact:	X X

31. ACKNOWLEDGEMENT OF EXHIBITS

CONSULTANT'S INITIALS

<u>EXHIBIT A.</u>	☒	<u>Scope of Services and Cost Schedule</u>
<u>EXHIBIT B.</u>	☐	
<u>EXHIBIT C.</u>	☐	

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

EXHIBIT A

DRAFT