



## Transit Operations Contract Procurement Support Yuba-Sutter Transit Authority Request for Quotes No. 03-26

### Introduction

The Yuba-Sutter Transit Authority (Authority) is seeking quotes from qualified consultant firms to provide professional support for the procurement of its next transit operations and maintenance contractor (Operations Contractor). The Authority's current operations and maintenance agreement will expire on September 30, 2027. The Authority intends to conduct a competitive procurement leading to the execution of a new agreement with a qualified Operations Contractor. The work necessary to procure an Operations Contractor shall employ industry best procurement and contracting practices and be conducted in accordance with all applicable federal, state, and local laws and regulations.

The work necessary to procure an Operations Contractor will commence in the Summer of 2026, with the release of a Request for Proposals (RFP) anticipated in the Fall of 2026, and proposals due in November 2026. Evaluation of proposals and negotiations will take place through early 2027 to ensure the next contract can be awarded by May 2027 to allow ample time for the successful Operations Contractor to make any necessary preparations for transition prior to the start date.

The following is not intended to be an all-inclusive scope of work but is provided to help describe the anticipated steps and the level of technical support expected by Authority staff to conduct a successful and compliant procurement (Project).

The procurement consultant (Consultant) is expected to have relevant capabilities, expertise and experience in carrying out the following Project tasks:

- Conducting market research, identifying best practices, and developing an independent cost estimate for similar recent transit operations contract procurements.
- Identifying updates needed to the draft RFP and support documents to ensure federal and state compliance.
- Working with Authority staff and the Board to produce the RFP for approval and public release.
- Assisting Authority staff in managing the procurement process including pre-proposal meetings, responding to questions, and issuing addendums as needed.

- Assisting staff and the evaluation committee in analyzing proposals by preparing a comparative analysis identifying variations and/or deviations from the requirements of the RFP, missing or inconsistent data in proposals, or other issues that need resolution.
- Assisting in interviews, score aggregation, reference checks, Best and Final Offer (BAFO), and/or contract negotiations as needed.
- Advising and assisting Authority staff with preparation of final award documents to facilitate a successful transition to a new management contract.
- Working with Authority staff and legal counsel to identify recommended modifications to the contract documents, including but not necessarily limited to, the Operations Contractor Scope of Work (SOW), required contract clauses, and insurance requirements.

The following provides more detail on the Authority's expectations of the selected Consultant.

### Objective of Engagement

The objective of this consulting engagement is to provide the Authority with technical assistance and guidance which will result in the execution of a new operations contract that is awarded through an open and fair procurement process, and which reflects and incorporates the Authority's short and long-range service needs.

The Consultant is expected to help conduct a procurement process that reflects best practices in the industry, remains on schedule, is thoroughly documented, and complies with all applicable federal, state, and local requirements, thereby reducing the likelihood of a protest or audit findings. The consultant will provide Authority staff with expertise, research, and administrative support throughout the procurement and contract award/execution. The Consultant is also expected to add value by recommending improvements to the current RFP and draft Operations Contract based on their knowledge and experience in conducting similar projects.

### **SCOPE OF SERVICES**

The following describes the anticipated services to be provided by the selected Consultant. While staff strive to be thorough, this list should not be considered all-inclusive and staff will rely on the prospective Consultant's expertise to identify additional tasks, if needed, to support a successful procurement.

#### Task 1: Assist with Procurement Documents

The selected Consultant will use the former 2019 RFP document and existing agreement as the basis for the development of the 2026/2027 RFP. The prior RFP documents will first be reviewed to address deficiencies, questions that were asked by proposers or other issues encountered during the 2019 procurement

process. Additionally, after operating under the current contract for the past seven years, Authority staff will provide feedback on areas that need clarification to adequately define and allocate duties, expenses, and responsibilities.

The 2019 RFP will also be reviewed to identify new requirements or updated guidance from California Department of Transportation (Caltrans) or the Federal Transit Administration (FTA) that should be incorporated. These needs may be identified from performance audits, triennial reviews, FTA or Caltrans guidance or correspondence, or other service assessments conducted within the past three to five years.

The Operations Contractor Scope of Work (SOW) elements and contract specifications will be improved by identifying specific changes, upgrades or modifications that are needed to the management and operation of the Yuba-Sutter Transit system. A key objective in drafting the new SOW will be to clearly list and detail the respective responsibilities of the Authority and the Operations Contractor. This will ensure that all prospective proposing firms are fully aware of their responsibilities and that proposed pricing is complete and comparable.

In accordance with applicable procurement guidance, an Independent Cost Estimate (ICE) will be developed based on market research, peer agency consultation, and adopted budgets. Detailed cost proposal forms, evaluation criteria and procedures, required federal certifications, and other supplemental documents will be developed and/or modified for inclusion in the RFP as needed.

The selected Consultant will ensure that the procurement package is updated, thorough and fully compliant with FTA and Caltrans procurement policies as well as industry best practices. This may require interaction with FTA Region IX and/or Caltrans' Federal Grants Procurement Management Branch to learn of new requirements and coordinate any necessary review of the completed RFP.

Most if not all the work under this task will be done remotely, with extensive coordination through virtual meetings, conference calls and exchange of documents done by email or document repository set up by the Consultant.

## Task 2: Assist with Conducting Procurement

This task will begin with the finalization of a procurement timeline, which then guides the process through award, execution, and initiation of services under the new contract. Authority staff will provide an approximate timeline with key milestones. The Consultant will use this high-level timeline and fill in intermediate milestones as needed to ensure that all necessary administrative steps are included and that sufficient time is allotted for approvals from the Board, legal counsel, and regulatory agencies.

After Authority approval, the RFP will be released, distributed to the bidders list, and publicly advertised. Staff anticipate that the following assistance will be needed at a

minimum during this task:

- Development and vetting of the prospective bidders list
- Organizing and conducting a pre-proposal conference(s)
- Reviewing and responding to proposer questions
- Drafting and issuing addenda
- Managing correspondence during the process between Authority staff and prospective bidders
- Documenting procurement procedures

### Task 3: Conduct Technical Evaluation of Proposals

To support and facilitate the work of Authority staff and the internal evaluation committee for this Project, the selected Consultant will complete a Technical Evaluation of the proposals within ten (10) business days of receipt of the submitted proposals. This technical evaluation relieves committee members of the need to individually review proposals for technical responsiveness to the minimum RFP requirements, such as inclusion of all required proposal contents, minimum staff qualifications, and related items. The Technical Evaluation will also include a qualification and comparison analysis of the cost proposals, providing Authority staff and the evaluation committee with a side-by-side comparison of proposed cost elements and identification of variations and potential questions regarding costing of the services. The matrix must be in a common viewable form, easy to understand and concise to aid the evaluation committee, which may include participants with limited transit experience or technical knowledge. Technical evaluation sheets, scoring forms, and/or interview materials shall also be created for use by the evaluation committee, with the evaluation criteria laid out and space for reviewers to take notes, record answers, and document information to support the scores assigned.

### Task 4: Contractor Evaluations and Award

Work with Authority staff and evaluation committee to rank proposers and determine the number of firms to advance in the procurement process, which may include interviews, BAFO, negotiations, and award by the Authority Board of Directors. Staff anticipate that the following assistance will be needed at a minimum during this task:

- Assist in developing interview and reference check questions.
- Assist in coordinating and scheduling interviews with Authority staff, prospective bidders, and the evaluation committee.
- Managing correspondence during the process between project participants (e.g., setting up share points)
- Participate and/or assist in proposer interviews and conducting reference checks, including note taking and preparation of interview recaps/analysis and reference check results.

- Update technical analysis, scoring sheets, and/or interview materials if additional or clarifying information is received.
- Assist Authority staff to facilitate the BAFO process as needed.
- Assist Authority staff with facilitating evaluation committee meetings to review scores, weigh options, and work toward consensus, including final selection documentation and award support.
- Assist Authority staff in responding to procurement protests, if needed.
- Assist Authority staff in reporting to the Board of Directors and the public.
- Documenting procurement procedures

## Proposed Project Timeline

Work under this Project is expected to commence within ten (10) business days of receipt of a signed agreement and notice to proceed from the Authority. To guide Consultant efforts as well as the procurement activities, the very first task will be to review and complete the current procurement timeline, which is part of Task 2. Understanding that the current operations and maintenance contract expires September 30, 2027, a rough estimate would be that the RFP should be released in Fall 2026, with a contract award targeted for Spring 2027.

## Quote Instructions

To be considered for the Project, a cover letter/letter of transmittal, brief narrative and completed pricing sheet provided by Authority must be submitted prior to **2:00 PM (PST) on Tuesday, April 21, 2026**.

The Letter of Transmittal should identify the company and include the following at a minimum:

1. Identification of the Proposing Company, including name, address, email, and telephone number, along with a brief description of the relevant capabilities and history of the firm.
2. Signature of a person authorized to bind the Company to the terms of the proposal.
3. Acknowledgement that the offer is firm for at least ninety (90) days.

In addition to the Cover Letter, the quote shall include a brief narrative with the following elements, totaling no more than five (5) pages, demonstrating the Firm's understanding of the Project and services required:

1. Briefly describe the Firm's approach to the Project, including any additional recommended tasks not included in this Request for Quote (RFQ), if needed.
2. Resumes of the staff that will be conducting the work, identifying similar procurements conducted.
3. Provide a minimum of two (2) references for recent projects/procurements that are similar in scope and/or complexity.

## Cost Proposal

Proposers shall complete the attached Cost Proposal Form to develop a quote based on projected labor hours and direct costs. Travel and any other eligible direct expenses incurred for this Project will be reimbursed at cost. All travel must be pre-approved by the Authority's Project Manager and incorporated into the agreed-upon project schedule. The Project has a total not-to-exceed budget of \$50,000.

Submittals that do not include the completed Cost Proposal Form provided will be considered non-responsive and therefore rejected.

## Quote Submittal

Proposers must submit an electronic copy of their quote in PDF, Microsoft Word, or Excel format to:

**Matthew Mauk, Executive Director**

**Email:** matt@yubasuttertransit.com

Quotes must be received no later than **2:00 PM (PST) on Tuesday, April 21, 2026**. Email confirmation of receipt will be provided upon submission. Failure to respond to the information specified this RFQ will result in rejection of the submittal as non-responsive.

## Evaluation

The Project will be awarded based on best value. Quotes will be evaluated on the relevant experience of the firm and the proposed staff assigned, as well as the total price, with consideration given to the number of hours provided. The contract will be awarded to the firm that Yuba-Sutter Transit staff determines offers the overall best value.

## General Terms

The Authority reserves the right to modify, postpone, or cancel the requirements of this RFQ at any time prior to the submission deadline.

The Authority reserves the right to reject any or all proposals or any item or part thereof, or to waive any informality or irregularity in proposals when it is in the best interest of the Authority to do so.

The Authority reserves the right to award its total requirements to one proposer or to divide those requirements among multiple proposers, as the Authority may deem it to be in its best interest.

The Authority shall not be liable for any pre-contractual expenses incurred by proposers in the preparation of proposals.

**Transit Operations Contractor Procurement Support  
Yuba-Sutter Transit Authority  
RFQ 03-26**

	<b>Task</b>	<b>Title</b>	<b>Hours</b>	<b>Rate per hour</b>	<b>Cost</b>
<b>1</b>	<b>Assist with Procurement Documents</b>				
	A.	<i>Example Sr. Associate</i>	4	\$ 230.00	\$ 920.00
	B.	<i>Example Associate</i>	12	\$ 160.00	\$ 1,920.00
	C.				\$ -
		Subtotal	16		\$ 2,840.00
<b>2</b>	<b>Assist with Conducting Procurement</b>				
	A.				\$ -
	B.				\$ -
	C.				\$ -
		Subtotal	0		\$ -
<b>3</b>	<b>Conduct Technical Evaluation of Proposals</b>				
	A.				\$ -
	B.				\$ -
	C.				\$ -
		Subtotal	0		\$ -
<b>4</b>	<b>Contractor Evaluations and Award</b>				
	A.				\$ -
	B.				\$ -
	C.				\$ -
		Subtotal	0		\$ -
<b>5</b>	<b>Other (if needed)</b>				
	A.				\$ -
	B.				\$ -
	C.				\$ -
		Subtotal	0		\$ -
		<b>Description/Quantity</b>			<b>Total</b>
	<b>Travel/Transportation</b>	<i>Example Sr. Associate Airfare/Hotel (1)</i>			\$ 750.00
	<b>Direct Materials</b>				
	<b>Other Direct Costs</b>				
		Subtotal			\$ 750.00
			<b>Hours</b>	<b>Direct</b>	<b>Total Project Cost</b>
			<b>Total</b>	16	\$ 750.00
					\$ 3,590.00

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Yuba- Sutter Transit Authority ("Authority") and \_\_\_\_\_ ("Consultant").

### RECITALS

- A. The Authority is a joint powers authority which arranges for various public transportation services to operate within and without the boundaries of the counties of Yuba and Sutter in California.
- B. The Consultant is specially trained, experienced, and competent to provide the professional services required by this Agreement.
- C. The Consultant possesses the knowledge, ability, licenses, and certifications, as may be required by law, to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- D. Authority desires to retain Consultant to render the professional services as set forth in this Agreement.

### AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner: Consultant shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide such professional services at the time, place, and in the manner specified in Exhibit "A," subject to the direction of the Authority.
- 2. Time of Performance. The services shall commence upon execution of this Agreement and shall continue until terminated as set forth in Section 6 (Termination) of this Agreement.
- 3. Compensation. Compensation to be paid to the Consultant will not exceed \$\_\_\_\_\_. Authorized project work will be billed according to the rates proposed on Form 1 – Cost Proposal and hereto attached as Exhibit “C”. Payment by Authority under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the Authority at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billing to Authority. Authority shall pay Consultant within a reasonable time upon approval of the monthly invoice by the Executive

Director, such approval to not be unreasonably withheld.

5. Additional Services. At any time during the term of this Agreement, Authority may request that Consultant provide Additional Services. As used herein, "Additional Services" means any services which are determined by Authority to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from the Authority that specifies the services to be provided, personnel to be used, and the not-to-exceed cost for the additional services. Such services shall be billed at the hourly rate set forth on Form 1 –Cost Proposal (Exhibit "C").
6. Termination. This Agreement may be terminated by the Authority at any time. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. The Authority acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, shall become the property of the Authority upon payment to Consultant for such services, and the Authority shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall provide such reports, plans, studies, documents and other writings to the Authority within three (3) days after written request. Nothing herein shall be construed as a limitation on Consultant's right to re-use component design details, features and concepts on other projects, in other contexts or for other clients.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all sub-consultants to agree in writing that Authority is granted a nonexclusive and perpetual license for any Documents and Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such

representation and warranty in regard to Documents and Data which may be provided to Consultant by Authority. Authority shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant unless and until such documents become a matter of public record. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of Authority.

10. Consultant's Books and Records

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to Authority for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Authority's Transit Manager, Attorney, or a

designated representative of these officers. Copies of such documents shall be provided to the Authority for inspection at 2100 B Street, Marysville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

- d. Where Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, Authority may, by written request by any of the above-named officers, require that custody of the records be given to the Authority and that documents be maintained by Authority.
11. Independent Contractor. It is understood that Consultant, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Authority. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Authority's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
13. Professional Ability of Consultant. Authority has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Consultant under this Agreement, shall be by Alliant Networking Services, Inc., and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
15. Licenses. Consultant represents and warrants to Authority that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of

Consultant to practice its profession. Consultant represents and warrants to Authority that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the Authority for its business.

16. Indemnity. To the fullest extent allowed by law, Consultant specifically agrees to indemnify, defend, and hold harmless the Authority, its officers, agents, member jurisdictions and employees (hereinafter collectively the “Authority”) from and against any and all actions, claims, demands, losses, expenses (including attorneys’ fees and expert witness expenses), damages, and liabilities resulting from injury or death of a person or injury to property or any other claim, arising out of or in any way connected with the performance of this Agreement, however caused regardless of any negligence of the Authority, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of the Authority. The Consultant shall pay all costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys’ fees.

Consultant shall provide indemnity to the Authority pursuant to this paragraph in the event the Claimant and/or the Authority allege conduct on Consultant’s part which renders Consultant fully or partially responsible for the alleged claim or otherwise obligated to provide a defense and/or indemnity to the Authority. Consultant’s obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. Consultant shall defend and indemnify the Authority pursuant to this section unless and until it is finally established by a court of law that the Authority’s sole active negligence or willful misconduct caused the alleged claim. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefit acts or other employee benefit acts. The indemnity provisions of this section survive the termination and/or expiration of the Agreement. Consultant’s duty to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the Authority may be liable without fault or be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the Authority has been determined. The duty to defend applies immediately regardless of whether the Authority has paid any sums or incurred any

detriment arising out of or relating (directly or indirectly) to any claims.

Notwithstanding the foregoing, the Authority on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Consultant may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without affecting Consultant's obligation to indemnify for the cost of such defense. Consultant shall be liable to the Authority for any loss of or damage to Authority property arising from or in connection with Consultant's performance hereunder. Authority may deduct any costs and expenses incurred pursuant to the above from payments due or which may become due to the Consultant

- 17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
- 18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail and by email. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Authority:                    **Yuba Sutter Transit Authority**  
    **2100 B Street**  
    **Marysville, CA 95901**  
    **Attn: Executive Director**

If to Consultant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Attn:** \_\_\_\_\_

- 19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between Authority and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
- 20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Authority.
- 21. Assignments and Subcontracting. The parties recognize that a substantial inducement to Authority for entering into this Agreement is the professional reputation, experience,

and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of Authority. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written authorization of Authority. If Authority consents to such subcontract, Consultant shall be fully responsible to Authority for all acts or omissions of any sub-consultant of Consultant. Nothing in this Agreement shall create any contractual relationship between Authority and sub-consultant nor shall it create any obligation on the part of Authority to pay or to see to the payment of any monies due to any such sub-consultant other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Yuba.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorney's fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
28. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.

29. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
30. Equal Opportunity Employment. Consultant represents that Consultant is an equal opportunity employer and Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
31. Rights. This agreement does not create any rights in any person or entity other than the parties hereto."

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

**YUBA-SUTTER TRANSIT AUTHORITY**

**ABC SERVICES INC.**

By: \_\_\_\_\_  
 \_\_\_\_\_, **Executive Director**

By: \_\_\_\_\_  
 \_\_\_\_\_

Business License #: \_\_\_\_\_

TaxID#: \_\_\_\_\_

Attachments: Exhibit A - Scope of Services  
 Exhibit B - Insurance Requirements  
 Exhibit C - Cost Proposal

**Exhibit "A"**  
Scope of Services

SAMPLE

# Exhibit "B"

## Insurance Requirements

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. Consultant shall maintain limits no less than:

1. Commercial General Liability, Including:
  - Premises and Operations
  - Contractual Liability
  - Personal Injury Liability
  - Independent Contractors
  - Bodily Injury, Property Damage\$2,000,000 per occurrence and  
\$2,000,000 general aggregate
2. Automobile Liability:
  - Owned, Non-Owned,  
and Hired Autos\$1,000,000 per accident for  
bodily injury and property  
damage
3. Workers' Compensation: As required by the State of California
4. Employer's Liability: \$1,000,000 per accident for bodily injury or  
disease
5. Professional Liability: \$1,000,000 per claim and \$2,000,000 annual  
aggregate

Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Authority, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to Authority.

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Authority for review.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Authority. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### Verification of Coverage

Consultant shall furnish Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by Authority or on other than Authority's forms provided those endorsements conform to Authority requirements. All certificates and endorsements are to be received and approved by Authority before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Authority for all work performed by the consultant, its employees, agents and sub-contractor.