



**Request for Proposals (RFP)**  
**RFP# 23-01**  
**for**  
**Website Development & Ongoing Maintenance**  
**(5 Year Contract)**

RFP Issue Date: August 31, 2023

Q & A End Date: September 22, 2023

Proposals Due by: September 28, 2023, by 3:00 p.m. PST

Proposal Contact: Melissa Cummins  
P: 530.709.5060  
melissa@siskiyoucoltc.org

The Siskiyou County Local Transportation Commission is the designated Regional Transportation Planning Agency (RTPA) for Siskiyou County, including nine incorporated cities and various tribal entities. The SCLTC is responsible for all manner of transportation planning activities, including but not limited to transit, streets and roads, bicycle and pedestrian activities.

## **1.0 Purpose**

Siskiyou County Local Transportation Commission (“SCLTC”) is requesting proposals for the development of a public facing website. This project will deliver a new and future-focused digital strategy and web presence that increases public engagement and reflects best practices in design, content strategy, user experience, usability, accessibility, and technical implementation.

The website will be a key element in the Commission’s communications efforts and public participation plan and will be an important vehicle for delivering information to external and internal audiences and key stakeholders.

The Commission currently has a page on the County of Siskiyou’s site ([www.co.siskiyou.ca.us](http://www.co.siskiyou.ca.us)). The new website will be directly linked from this page.

The Commission has purchased a new domain name for their new site. Ongoing costs for the domain will be paid directly by the Commission.

## **2.0 Scope of Work**

- The successful Proposer will develop and implement an interactive site with various pages including stakeholder and public engagement.
- The Proposer will provide end-user training to Commission staff.
- The Proposer will be expected to conduct ongoing maintenance of the site to ensure accessibility and address any issues with the site within 24 hours of notification by Commission staff.
- The site should be accessible by a wide variety of devices to ensure an optimized experience no matter the device being used by the visitor.

## **3.0 Submission Requirements**

### **Proposal Format:**

Proposals must contain the following:

#### **1) Cover Letter**

Please provide the Proposer’s name, title, address, and phone number. The letter must be signed by a representative authorized to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter needs to be prepared to accompany all copies of the technical and cost proposals.

#### **2) Qualifications**

Provide specific information concerning the Proposer's experience with the services specified in this RFP. Examples of completed projects including links to other sites developed by Proposer within the previous three years should be submitted as appropriate.

#### **3) Company Profile**

Provide a brief description of your company, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience. Support your capacity to perform the services detailed in this RFP.

#### **4) Consultant Staff**

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume of each member of the project team. A project

manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

**5) References**

Please include at least three (3) references, including name, address, telephone number, and email, for whom similar services have been provided.

**6) Evaluation of Proposed Professional Services Contract (Attachment A).**

- a. Please review and evaluate Proposer's ability to enter into the Professional Services Agreement.
- b. Provide any and all comments relating to proposed agreement to facilitate ease of completion of contract once the firm is selected.

**7) Cost Proposal (Must be in a Sealed Envelope)**

Provide a transparent fee schedule that outlines all of the costs associated with the required services, broken down by category of products and services, and all on-going costs for recommended or required services.

The proposal must include all requirements as listed and correlate to the Scope of Work outlined under this RFP.

**Conflict of Interest:** Proposer(s) shall disclose to the Commission any interest, direct or indirect, which could conflict in any manner or degree with the performance of service required. At the Commission's discretion, a potential conflict of interest, to the extent it is waivable, may be waived or factored into the final award decisions and/or a modified Scope of Work.

**4.0 Selection Process and Criteria**

The proposals received in response to this RFP will be screened by a selection committee. The selection committee will consider only the proposals which have been considered responsive to the RFP. Any proposal that fails to meet the RFP's requirements will be regarded as non-responsive and may be rejected. A proposal, which is in any way incomplete, irregular or conditional, at the Commission's discretion, may be rejected.

The following criteria will be used in the evaluation of the potential consultants:

- 1. Qualifications
- 2. Approach
- 3. Experience and references
- 4. Proposed costs

A contract will be negotiated with the firm determined most qualified during the evaluation process. Proposals not selected in the evaluation process may be awarded a contract should negotiations with the selected Proposer(s) prove unsuccessful. The Commission reserves the right to reject any and all proposals and reserves the right to waive any non-substantive defects in the proposals.

The final contract will be authorized and executed by the Siskiyou County Local Transportation Commission.

**5.0 General Information**

Proposals must be submitted by way of mail, hand delivery, and/or electronic means, as described below:

1. **Hand Delivered:** Hard copy proposals submitted by hand delivery must be received on or before September 28, 2023, at 3:00 p.m. at 1312 Fairlane Road, Suite 2, Yreka, CA 96097. Please note “Attention: Melissa Cummins - RFP #23-01 – Website Design” on front of envelope.
2. **Mailing:** Hard copy proposals by way of mail should be sent to SCLTC – Attn: Melissa Cummins, 1312 Fairlane Road, Suite 2, Yreka, CA 96097 and must be postmarked on or by September 28, 2023, at 3:00 p.m. Please note “RFP #23-01 – Website Design” on front of envelope.
3. **Electronic Copy Submittal:** Submit an electronic copy of the proposal via email. Electronic copies shall be emailed to [general@siskiyoucoltc.org](mailto:general@siskiyoucoltc.org) and must be received by September 28, 2023, at 3:00 p.m. Please include “RFP #23-01 – Website Design” in the subject line.

Proposers shall submit one (1) original copy with signature and two (2) exact copies of the original by hand delivery, mail, or electronically as instructed above.

Proposers submitting proposals electronically will only be required to send one signed copy.

The SCLTC reserves the right to reject any and all proposals and reserves the right to waive any non-substantive defects in the proposals. The SCLTC may terminate, in part or its entirety, the RFP process.

Late proposals shall not be accepted. The Siskiyou County Local Transportation Commission assumes no responsibility for “late proposals”, and it is the sole responsibility of the responder to ensure that the proposal is received by the deadline.

The Siskiyou County Local Transportation Commission assumes no obligation in the solicitation of this Proposal and all costs of responding to this solicitation shall be borne by the interested parties. The Siskiyou County Local Transportation Commission reserves the right to request additional information from the Proposer in writing.

### **Questions Concerning Proposal Requirements**

Proposers are asked to direct all inquiries related to the project to Melissa Cummins by email ([melissa@siskiyoucoltc.org](mailto:melissa@siskiyoucoltc.org)), or phone at (530)709.5060 no later than September 22, 2023.

The Commission will provide the following to assist the selected entity(s):

- Designate a person to act as the Commission's point of contact with respect to the work performed under the contract.
- Information, as legally allowed and reasonably attainable, in possession of the Commission that relates to the requirements of the project(s), or which is relevant for the project(s).
- Facilitate coordination with the County's IT department for linking the site to existing County website.
- Advice on the project scope of work.
- Review and validation of project deliverables.

A contract award resulting from this RFP will be made without discrimination on any basis prohibited under state or federal law.

**Attachment A - SCLTC Website Design RFP**  
**SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION (SCLTC)**  
**CONTRACT FOR WEBSITE CONSULTING SERVICES**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between:

SCLTC: Siskiyou County Local Transportation Commission  
1312 Fairlane Road, Suite 2  
Yreka, California 96097  
(530) 709-5060

And

CONTRACTOR: CONTRACTOR NAME  
CONTRACTOR ADDRESS  
CONTRACTOR ADDRESS  
CONTRACTOR PHONE NUMBER

**ARTICLE 1. TERM OF CONTRACT**

- 1.01** Contract Term: This Contract shall become effective on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of SCLTC. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between SCLTC and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

**ARTICLE 3. SERVICES**

- 3.01** Specific Services: Contractor agrees to furnish the following services:  
Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the SCLTC stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with SCLTC and the results of the work shall be monitored by the SCLTC.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. SCLTC shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

#### **ARTICLE 4. COMPENSATION**

- 4.01** Compensation: In consideration for the services to be performed by Contractor, SCLTC agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the SCLTC for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: SCLTC shall pay within 30 days of receipt of invoices from the Contractor to the SCLTC, and approval and acceptance of the work by the SCLTC.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for SCLTC, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. SCLTC shall not be responsible for any expense incurred by Contractor in performing services for SCLTC.

#### **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the SCLTC who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from SCLTC.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced

under this contract. No payment shall be made unless such proof of insurance is provided.

- 5.05** Indemnification: Contractor shall indemnify and hold SCLTC harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the SCLTC. If the amount of insurance is reduced by the SCLTC such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the SCLTC as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by SCLTC of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the SCLTC, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by SCLTC or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A: VII rating or as may otherwise be acceptable to SCLTC. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to SCLTC. The SCLTC will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to SCLTC.
- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the SCLTC prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30)

days written notice to SCLTC prior to the effective date of such cancellation. **Naming the SCLTC as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of SCLTC, contractor shall file certificates of insurance with SCLTC showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to SCLTC.**

- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the SCLTC, Contractor shall indemnify, defend, and hold harmless SCLTC for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SCLTC. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any SCLTC group plan for hospital, surgical or medical insurance, or for membership in any SCLTC retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a SCLTC employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the SCLTC, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by SCLTC’s Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not SCLTC’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. SCLTC will not withhold FICA (Social Security) from Contractor’s payments;



- b. SCLTC will not make state or federal unemployment insurance contributions on behalf of Contractor.
  - c. SCLTC will not withhold state or federal income tax from payment to Contractor.
  - d. SCLTC will not make disability insurance contributions on behalf of Contractor.
  - e. SCLTC will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of SCLTC, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of SCLTC is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the SCLTC, and Contractor hereby agrees to deliver the same to the SCLTC upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the SCLTC and are not necessarily suitable for any future or other use.
- 5.13** Contractor's Books and Records: Contractor 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 or expenditures and disbursements charged to the SCLTC for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the SCLTC.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the SCLTC.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this

state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and SCLTC is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by SCLTC shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of SCLTC.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify SCLTC in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

## **ARTICLE 6. OBLIGATIONS OF SCLTC**

- 6.01** Cooperation of SCLTC: SCLTC agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

## **ARTICLE 7. TERMINATION**

**7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

**7.02** Termination by SCLTC for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, SCLTC, at SCLTC's option, may terminate this Contract by giving ten (10) days written notification to Contractor.

**7.03** Termination for Convenience of SCLTC: SCLTC may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

**7.04** Termination of Funding: SCLTC may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

## **ARTICLE 8. GENERAL PROVISIONS**

**8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

**8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for SCLTC and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract

will be effective only if it is in writing signed by the Party to be charged and approved by the SCLTC as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and SCLTC laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either SCLTC or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that SCLTC shall have the right to deduct from any payments contracted for under this Contract any amount owed to SCLTC by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If SCLTC exercises the right to reduce the consideration specified in this Contract, SCLTC shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters

set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Accumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, SCLTC and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

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

\_\_\_\_\_, Chair  
Local Transportation Commission

CONTRACTOR: Contractor Name

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

\_\_\_\_\_  
Name, Title

TAXPAYER I.D.

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
John S. Kenny, LTC Counsel (Date)

ACCOUNTING:  
2506-303030-723000

If not to exceed, include amount not to exceed:

Encumbrance number (if applicable):