



**COUNTY OF ALPINE  
Community Development**

**Brian Peters, Director**

**ALPINE COUNTY LOCAL TRANSPORTATION COMMISSION**

**REQUEST FOR PROPOSALS**

**TRIENNIAL PERFORMANCE AUDITS  
FOR  
FY 2015/16, FY 2016/17 and FY 2017/18**

**Introduction**

The Alpine County Local Transportation Commission (LTC) is soliciting proposals from consulting firms to conduct Triennial Performance Audits for FY 2015/16, FY 2016/17 and FY 2017/18 of the Local Transportation Commission and of the Alpine County Transit Dial-A-Ride program. The audits shall cover the LTC and Alpine County Transit, its various claimants, funds and agencies as required by state and federal law including those requirements administered by Caltrans, the State Controllers Office and federal funding agencies including the Federal Transit Administration. Specifically, the LTC is seeking proposals from qualified consulting firms and/or sole practitioners to provide experienced and professional performance audits of the LTC and the Alpine County Transit Dial-A-Ride program.

**Scope of Work**

The contractor will work under the direction of the LTC Executive Secretary/Community Development Director. The LTC Executive Secretary will have final approval authority over all issues involved in the review process.

In addition to the minimum qualifications, the contractor must provide their own office space, office equipment, transportation, communications, insurance and other provisions necessary to be an independent contractor (see Miscellaneous Requirements and Indemnification/Insurance Requirements).

The scope of work will include the necessary tasks associated with the Triennial Performance Audits of the LTC and Alpine County Transit Dial-A-Ride. The methodology used by the consultant shall be coordinated and approved by authorized representatives of the LTC. The project involves, at a minimum, the following tasks:

**Task 1**

For the three year period FY 2015/16 through FY 2017/18, consultant shall prepare a triennial performance audit for the LTC and the Alpine County Transit Dial-A-Ride system consistent with the requirements of the California Public Utilities Code, specifically Sections 99246 and 99247 as well as the California Public Utilities Code of Regulations, specifically Title 21, Chapter 3, Subchapter 2, Sections

6662.5, 6663(b), 6664.5 and 6664.6. The triennial performance audits shall be conducted in accordance with the Comptroller General's "Standards for Audit of Government Organizations, Programs, Activities, and Functions" and shall adequately evaluate the efficiency, effectiveness, and economy of operations involving TDA funds. Specific attention will be given to the "Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities" published by the California Department of Transportation for the preparation of such performance audits.

**Task 2**

Upon completion of draft audits, consultant will furnish the agency audited a management letter, if it is consultant's opinion the efficiency, effectiveness, and economy of Alpine County Transit Dial-A-Ride and/or LTC operations can be improved within available means. The findings and recommendations should be clear and concise. The recommendations should clearly indicate how operations can be improved given funding and resource constraints. The management letter should be incorporated as a part of the audit report. If there are no such recommendations for improvement at this time, then the consultant shall state such as a part of the audit.

**Task 3**

Prior to submittal of the draft audits, consultant will furnish a preliminary draft audit and conduct a conference with Alpine County Transit Dial-A-Ride and LTC staff to thoroughly explain the audits and management letter. This conference is critical to staff's understanding and ability to assist in explaining the audits and management findings to the full LTC Board and public as may be necessary.

**Task 4**

Consultant shall furnish three (3) copies of the draft to the LTC on or before August 1, 2019.

**Task 5**

Consultant shall attend a regular meeting of the LTC before September 1, 2019, to present and answer questions about the audits, the management letter, and staff's responses.

**Task 6**

Consultant will prepare and submit final audits to the LTC no later than September 1, 2019, based on results of the LTC meeting described in Task 5. The final audits shall include copies of the management letter(s), management responses, and any other pertinent information so that they make a complete package for any agency or person reviewing them. Following acceptance of the final audits by the LTC, consultant will furnish two copies of the final audits to each agency listed below:

- Alpine County Community Development
- Alpine County Health and Human Services
- State Controller
- Caltrans District 10
- Caltrans Headquarters
- Other agencies responsible for review or reporting purposes as required by law

**Task 7**

Consultant shall furnish to the LTC a copy of the transmittal letter to each agency listed in Task 6 above as proof that transmittal of the documents was carried out prior to September 1, 2019.

**Agency**

Alpine County Local Transportation Commission’s roles are (1) administration of Transportation Development Act (TDA) and other funds that are allocated to the LTC; (2) to serve as the Regional Transportation Planning Agency (RTPA) for the Alpine County region; and (3) to provide management and oversight of the County’s agency providing transit service.

**Schedule**

It is anticipated that the award of the formal contract on June 6, 2019. Following a written notice-to-proceed to be issued by the LTC, the Consultant’s work shall begin within 14 days and shall be completed in accordance with the schedule stipulated.

May 16 <sup>th</sup>	RFP Issued
<b>May 30<sup>th</sup></b>	<b>RFP due to LTC</b>
June 5 <sup>th</sup>	Consultant selection announced
June 6 <sup>th</sup>	LTC Awards Contract
June 17 <sup>th</sup>	Work to begin
August 6 <sup>th</sup> or 20 <sup>th</sup>	Presentation to LTC
August 30 <sup>th</sup>	Work completed

A notice to proceed issued by the LTC will specify the work to be completed, a schedule for work completion, the basis for payment, and the limits of compensation. The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed for each specified.

**Compensation**

The LTC will negotiate a contract with the selected Consultant based on the following conditions:

- For all services rendered as described in the Scope of the Work, including all labor, equipment, materials, and expenses, the Consultant shall be compensated on a time and expenses basis by task for work completed.
- Project budget for FY 2018/19 is not to exceed **\$15,000.**

**Proposal Requirements**

The proposal for contract planning services must include, at a minimum, the following:

1. Company Profile Information. This shall include the company name, street address, telephone & fax numbers, e-mail address, list of principals and/or owners, and general company background information.
2. List of all employees proposed to be involved in the provision of contract services to the Alpine County Local Transportation Commission, including copies of their resumes.
3. Identification of hourly rates, travel and other business expenses proposed to be charged to the Alpine County Local Transportation Commission as part of the contract services agreement.
4. List of three references for the company; list of three references for the specific individual(s) proposed to provide the contract planning services.

All proposals must be submitted to the Alpine County Local Transportation Commission no later than **4:00 PM, Thursday, May 30, 2019.** Any incomplete proposals or proposals submitted after

the submittal date shall be rejected. Fax and postmarks not accepted. Please be aware that due to our location, overnight delivery services may not be reliable.

**Selection Process**

Consultants should submit three (3) complete copies of a written proposal to:

Brian Peters  
Executive Secretary  
Alpine County Local Transportation Commission  
50 Diamond Valley Road  
Markleeville, CA 96120

Alpine County officials will select the most qualified contractor that meets the County's needs. Interviews may be conducted by Alpine County officials. Projects will be assigned to the selected contractor based solely on the LTC Executive Secretary's determination.

For additional information about this project contact Brian Peters, Community Development Director/Executive Secretary at (530) 694-1361, email [bpeters@alpinecountyca.gov](mailto:bpeters@alpinecountyca.gov) or the County's Transportation Program Manager, Scott Maas at 530-260-0991 or at [smaas@citlink.net](mailto:smaas@citlink.net).

**SAMPLE**

**COUNTY OF ALPINE  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
TRIENNIAL PERFORMANCE AUDITS  
FISCAL YEARS 2015/16, 2016/17 AND 2017/18**

This Agreement is entered into this \_\_\_\_day of June, 2019, by and between the County of Alpine, a political subdivision of the state of California (“County”), and \_\_\_\_\_, (“Consultant”).

**RECITALS**

A. Consultant desires to perform and assume responsibility for the provision of professional transportation program and project management consultant services required by the County on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the County, dated \_\_\_\_\_, (attached hereto and incorporated herein as Exhibit “A”) and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. County desires to engage Consultant to render such services as set forth in this Agreement, only to the extent that adequate funding for such services is available.

**AGREEMENT**

**1. SCOPE OF SERVICES.**

1.1 General Scope of Services. Consultant promises and agrees to furnish to the County all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional transportation program management consultant services (“Services”). The Services are more particularly described in Exhibit “A.”

**2. SCHEDULE OF SERVICES.**

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the County and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit “A.”

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the County in writing and shall be incorporated in written amendments to this Agreement.

**3. FEES AND PAYMENTS.**

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total compensation shall not exceed \_\_\_\_\_ DOLLARS (&xx,xxx) in fiscal year 2018/19 and 2019/20 without County's prior written approval.

3.2 Payment of Compensation. Consultant shall submit to County a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date or since the start of the subsequent billing periods, as appropriate, through the date of the statement. County shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of applicable laws, the County Code and rules of the County. Unless otherwise stated in the Agreement, charges will accrue only after execution of the Agreement, and the amount of County's obligation hereunder shall not at any time exceed the amount stated in the Agreement for the purpose and period stated in the Agreement.

This Agreement will terminate without penalty, liability or expense of any kind to County at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

This Agreement will terminate if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

County has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. County budget decisions are subject to the discretion of the County Administrative Officer and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**4. CHANGES.**

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the County in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

**5. RESPONSIBILITIES OF CONSULTANT.**

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the County. Consultant shall have no power or authority by this Agreement to bind the County in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are

employees, agents, contractors or subcontractors of the Consultant and not of the County. The County shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of County.

5.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the County on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the County, is no longer employed by Consultant or replaced with the written approval of the County, which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with County staff in the performance of Services and shall be available to County staff, consultants and other staff at all reasonable times. County agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

5.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the County's conflict of interest code in accordance with the category designated by the County, unless the County Administrator or Board of Supervisors determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the County Code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the County conflict of interest code if, at any time after the execution of this Agreement, County determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the County.

## **6. INSURANCE.**

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the County that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the County that the subconsultant has secured all insurance required under this Section.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of

the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

### 6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the County and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies or original certificates and endorsements on forms approved by the County. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the County. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the County evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the County. The County shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the County as an Additional Insured to the subconsultant's policies.

## **7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.**

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for County to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that County is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the County.

County shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at County's sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County, except by court order.

## **8. ACCOUNTING RECORDS.**

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the County and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during

regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

**9. SUBCONTRACTING.**

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**10. TERMINATION OF AGREEMENT.**

10.1 Grounds for Termination. County may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to County, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, County may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, County may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**11. GENERAL PROVISIONS.**

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

County:

County of Alpine  
99 Water Street  
Markleeville, California 96120  
Attn: County Clerk

Consultant:

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the County, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against County or its elected officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse County and its elected officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its elected officials, officers, employees, agents or volunteers.

11.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Services, including without limitation County business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the County, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold County, its elected officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects.

If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the County, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the County.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Alpine County.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF ALPINE**

**CONSULTANT**

By: \_\_\_\_\_  
David Griffith, Chair  
Local Transportation Commission

By: \_\_\_\_\_  
[Name]  
[Title]

Attest:

Attest:

By: \_\_\_\_\_  
Teola Tremayne, County Clerk  
and ex-officio Clerk of the  
Board of Supervisors  
Matt Laster, Assistant County Clerk

By: \_\_\_\_\_  
[Name]  
[Title]

*Approved as to Form:*

By: \_\_\_\_\_  
Margaret Long  
County Counsel

EXHIBIT "A"  
CONSULTANT PROPOSAL

[ATTACH CONSULTANT PROPOSAL]