

Lamorinda School Bus Program

# Request for Proposal

## School Bus Stop Safety Study



Prepared by:  
Juliet Hansen, Program Manager  
October 20, 2016

**REQUEST FOR PROPOSAL**  
**Lamorinda School Bus Program**  
**School Bus Stop Safety Study**

The Lamorinda School Bus Transportation Agency (LSBTA), the governing board for the Lamorinda School Bus Program (LSBP), invites your proposal to conduct a School Bus Stop Safety Study in the communities of Lafayette, Moraga and Orinda, California. The LSBTA is a joint powers authority created in 1994 for the purpose of overseeing a joint school bus program in the communities of Lafayette, Moraga and Orinda “Lamorinda”.

**Background**

The Lamorinda School Bus Program has been in existence since the fall of 1994 when the communities of Lafayette, Moraga and Orinda collaborated to create a traffic mitigation program using yellow school buses. This home-to-school transportation program, funded largely by a ½ cent sales tax in Contra Costa County, currently transports 1500 students daily on twenty-two buses to select K-12 public schools. School districts include the Acalanes Union High School District, the Lafayette School District, Moraga School District and the Orinda Union School District. The program is very popular among Lamorinda families who currently pay \$492 annually for round trip service and \$320 for one way-service.

The LSBTA currently contracts with First Student, Inc. to provide daily bus service. First Student is responsible for hiring and training bus drivers, routing, providing and maintaining the buses and providing dispatch. All of the buses are owned by First Student. The LSBTA is in its third year of a five-year contract with First Student and pays a fixed, all-inclusive daily rate for school bus service.

A local transportation consultant developed the original routes and bus stops for the LSBP in 1994. Many of the same routes and stops are still in existence, with additional routes and bus stops added over time. At this juncture, the LSBTA wishes to evaluate all of its existing bus stops (approximately 475) with regard to safety and compliance with the California Vehicle Code, the California Code of Regulations and other applicable laws. This study requires extensive field work and “on the ground” assessment and cannot be done remotely.

Measure X is on the ballot in November and, if passed, could provide additional funding for the Lamorinda School Bus Program.

**Details of Bus Operation**

The Lafayette School District has seven buses. Each bus has one run in the a.m. and one run in the p.m. with two exceptions. Route 21 serves two schools in the afternoon and Burton Valley Elementary has a mid-day kindergarten run. Schools served include Stanley Middle School, Burton Valley Elementary and Springhill Elementary. Lafayette Elementary and Happy Valley Elementary are not served.

The Orinda Unified School District has ten buses which each serve two schools due to off-set bell times. Elementary schools start at 8:00 a.m. and middle school starts at 8:45 a.m. Elementary schools have one run in the a.m. and two in the p.m. Thus, each Orinda bus has five bus runs a day, two in the a.m. and three in the p.m. Orinda has several bus service challenges, including hilly terrain and narrow roads north of State Route 24. The topography is similar to the Oakland hills. Schools served include Orinda Intermediate School (OIS), Sleepy Hollow Elementary, Wagner Ranch Elementary and Glorietta Elementary. Del Rey Elementary is not served.

The Moraga School District has five buses which serve three schools and all K-8 students ride together on routes which were reconfigured for the 2016-17 school year. Bell times are offset by five minutes. Schools served include Joaquin Moraga Intermediate School, Donald Rheem Elementary and Los Perales Elementary. Camino Pablo Elementary is not served.

The Acalanes Union High School District has two a.m. bus runs to Campolindo High School in Moraga and two a.m. bus runs to Miramonte High School in Orinda. These are runs which are included with existing Moraga routes and Orinda routes respectively. Acalanes High School in Lafayette is not served.

More information including bus schedules and a.m. route maps can be found on the LSBP's website [www.lamorindaschoolbus.org](http://www.lamorindaschoolbus.org)

## **Scope of Work**

### Problem Identification and Data Collection

- Meet with LSBTA staff and First Student to review existing school bus routes, bus stops, student data, etc.
- Conduct field work to evaluate each bus route and bus stop.
- As necessary, observe bus routes in operation in real time.
- Identify stops which comply with the CVC Section 22504 and other applicable laws.
- Identify stops which may not comply with the CVC Section 22504 or other applicable laws.
- Identify safety issues including, but not limited to, sight distance, overgrown vegetation, lane width, walkability and parent parking.
- Identify any safety issues with regard to red light crossings.

### Recommendations

Offer recommendations including, but not limited to:

- Identify options for bus stops not in compliance.
- Identify alternate bus routes, if recommended. If driving to a bus stop is required, identify locations for parent parking near the stop.
- Identify number of buses, bus type, size and capacity for recommended changes.
- Identify changes in driver behavior, as observed, which could improve bus stop safety.
- Provide cost analysis for recommended changes.
- Provide recommendations for procedures for establishment of bus stops in the future.

## **Deliverables**

At minimum, the Consultant is expected to deliver the following in response to the above Scope of Work (digital submittal via email is preferred):

1. A “First Draft” to be presented to subcommittee. The First Draft should summarize observations, analyses and findings of existing conditions. Concepts should be presented graphically with maps. The First Draft should be a complete first draft of the study with preliminary recommendations.
2. A “Second Draft” to be presented to subcommittee and the LSBTA at public meetings. The Second Draft should include input and/or changes from the LSBTA or others and should be a complete draft with recommendations ready for presentation to the public. The Second Draft should include maps and an executive summary with observations and recommendations for each bus route.
3. A “Final Draft” which incorporates all changes and finalizes recommendations.

## **Schedule**

The Consultant should include a milestone schedule in its proposal consistent with the Timeline below.

## **Proposal Requirements**

The successful proposal will do the following:

- Identify the project manager who will oversee the day-to-day activity of the project. Identify lead staff, including any subconsultants, who will personally perform the required work. The LSBTA expects the project team to remain unchanged throughout the project.
- Include a brief synopsis of the experience of the project manager and key project staff, focusing on experience that is directly relevant to the scope of work and specifically to school bus operations. Staff should have experience with federal and state regulations regarding school bus operations.
- Include a list of three references for successful school bus projects completed.
- Indicate the methodology and/or technology which will be used to measure and collect data in the field.
- Provide a milestone schedule, including a chronological listing of critical tasks leading up to the required completion date of the project.
- Include a project fee schedule under separate cover showing the cost breakdown for each element or milestone, including labor allocation, travel or other expenses.
- Submit a digital copy of the proposal in pdf format via email by 5:00 p.m. **November 4, 2016** to Juliet Hansen at [JHansen@ci.lafayette.ca.us](mailto:JHansen@ci.lafayette.ca.us)

## Selection

Interviews are expected to be conducted on **November 8 and 9, 2016**. The LSBTA intends to award a contract on **November 14, 2016** and work shall commence immediately after execution of a consultant services agreement. Prospective consultants should review the attached LSBTA “Professional Services Agreement”.

## Timeline

Proposers should be prepared to meet the timeline below. School bus registration for 2017-18 (with finalized stops and routes) needs to open before the end of the 2016-17 school year.

Nov 4, 2016	<b>Proposals due</b>
Nov 8-9, 2016	Interviews
Nov 14, 2016	LSBTA meeting; award of contract
Nov 15-18, 2016	Finalize contract
Nov 21-25, 2016	Thanksgiving Break
November 28-Dec 2	Kick off meetings with selected consultant
Dec 5 – Dec 16	Field work starts
Dec 19 – Jan 1, 2017	Winter Break
Jan 16, 2017	MLK Holiday
Jan – Feb 2017	Field work continues, consultant meets with LSBTA staff as necessary
Feb 20, 2017	President’s Day Holiday
Feb 24, 2017	<b>First Draft due</b>
Week of Feb 27, 2017	Meet with subcommittee, consultant attends
March 24, 2017	<b>Second Draft due</b>
Week of March 27, 2017	Meet with subcommittee, consultant attends
April 3-7, 2017	Spring Break
April 24, 2017	LSBTA Board Meeting, public hearing/workshop, consultant presents
May 8, 2017	LSBTA Board Meeting public hearing/workshop, consultant presents
May 15, 2017	<b>Final Draft Due</b>
May 22, 2017	LSBTA adopts routes/bus stops and budget for 2017-18, consultant presents
May 29, 2017	Memorial Day
June 5, 2017	LSBTA opens registration for 2017-18 school year
June 9, 2017	Last day of school for 2016-17

## Attachment

LSBTA Professional Services Agreement

**Contact** Please contact Juliet Hansen, Program Manager, for more information [JHansen@ci.lafayette.ca.us](mailto:JHansen@ci.lafayette.ca.us) or 925-299-3216

**LAMORINDA SCHOOL BUS TRANSPORTATION AGENCY  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Lamorinda School Bus Transportation Agency, a joint powers authority, organized and operating under the laws of the State of California with its principal place of business at 3675 Mt Diablo Blvd #225, Lafayette, CA 94549 ("Agency"), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as "Consultant"). Agency and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

- A. Agency is a public agency of the State of California and is in need of professional services for the following project: School Bus Stop Safety Study (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications and experience to provide such services.
- C. The Parties desire by this Agreement to establish the terms for Agency to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Agency with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the Agency shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_. This amount is to cover all printing and related costs, and the Agency will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Agency, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Agency by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Agency and executed by both Parties before

performance of such services, or the Agency will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Agency.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Agency to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the timeline attached at **Exhibit "C."** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither Agency nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Agency, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Agency, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of Agency. No employee or agent of Consultant shall become an employee of Agency. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Agency as herein provided.

11. Insurance. Consultant shall not commence work for the Agency until it has provided evidence satisfactory to the Agency it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Agency.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one

insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Agency, the Agency Council and each member of the Agency Council, its officers, employees, agents and Agency designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Agency, and provided that such deductibles shall not apply to the Agency as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Agency.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Agency, the Agency Council and each member of the Agency Council, its officers, employees, agents and Agency designated volunteers additional insured status.

(iv) Subject to written approval by the Agency, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Agency as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant

shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Agency and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Agency evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Agency at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires

during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Agency at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Agency or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the Agency, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Agency and shall not preclude the Agency from taking such other actions available to the Agency under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Agency, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the business of insurance 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.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Agency, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

(iv) The Agency may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(v) Neither the Agency nor the Agency Council, nor any member of the Agency Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Agency that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Agency as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Agency may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

i. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the Agency), indemnify and hold the Agency, the Agency Council, members of the Agency Council, its employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Agency, the Agency Council, members of the Agency Council, its employees, or authorized volunteers.

ii. Additional Indemnity Obligations. Consultant shall defend, with counsel of Agency's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Agency, the Agency Council, members of the Agency Council, its employees, or authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Agency, the Agency Council, members of the Agency Council, its employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Agency for the cost of any settlement paid by the Agency, the Agency Council, members of the

Agency Council, its employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Agency's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the Agency, the Agency Council, members of the Agency Council, its employees, or authorized 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 Agency, the Agency Council, members of the Agency Council, its employees, or authorized volunteers.

13. California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

16. Termination or Abandonment

a. Agency has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Agency shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Agency shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Agency and Consultant of the portion of such task completed but not paid prior to said termination. Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Agency only in the event of substantial failure by Agency to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Agency.

18. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Agency.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

AGENCY:  
Lamorinda School Bus Transportation Agency  
3675 Mt Diablo Blvd #225  
Lafayette, CA 94549  
Attn: [\*\*\*INSERT NAME & DEPARTMENT\*\*\*]

CONSULTANT:  
[\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*]

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Agency and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Agency and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Agency. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

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

28. Agency's Right to Employ Other Consultants

Agency reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

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, Agency shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Agency, during the term of his or her service with Agency, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE LAMORINDA SCHOOL BUS TRANSPORTATION AGENCY  
AND [\*\*\*INSERT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LAMORINDA SCHOOL BUS  
TRANSPORTATION AGENCY

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

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

ATTEST:

By: \_\_\_\_\_  
[INSERT NAME], [INSERT TITLE]

EXHIBIT A  
Scope of Services

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice Agency on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Agency regarding any out-of-scope work being performed by Consultant.

EXHIBIT C

Timeline