



**Yuba-Sutter Transit Authority**

**REQUEST FOR PROPOSALS (RFP) # 12-25  
Bus Stop Maintenance Services**

**December 2, 2025**

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**PROPOSALS ARE DUE PRIOR TO 3:00PM ON January 7, 2026**

**NOTE:** Updates, changes, or addendums to the RFP are posted at:  
<https://www.yubasuttertransit.com/current-requests-for-proposals>

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## **SECTION 1 – INVITATION AND SCHEDULE OF EVENTS**

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### **1.0 INTRODUCTION**

The Yuba-Sutter Transit Authority (Authority) is seeking a Contractor to perform maintenance and cleaning of bus stops throughout the Yuba-Sutter Transit urbanized service area. For additional information, see Section 5 – Scope of Services.

Appendix A lists the location and amenities of each bus stop.

Subject to the Board of Directors' approval, the services described in this RFP and in the proposed Agreement are for a period of three (3) years ("Initial Term"), beginning on the Effective Date and ending approximately three years from the Effective Date. The Authority will have the option to extend the Proposer's Contract for two additional one (1) year terms.

The Authority intends to adhere to the following solicitation schedule, but it is subject to change at the Authority's discretion:

<b>Schedule of Events</b>	<b>Date</b>	<b>Time</b>
RFP Issue Date	<b>December 2, 2025</b>	Not Applicable
Written Questions Due	<b>December 18, 2025</b>	3:00pm (PST)
Written Answers Due	<b>December 22, 2025</b>	3:00pm (PST)
Proposal Due Date	<b>January 7, 2026</b>	3:00pm (PST)
Anticipated Contract Execution	<b>January 23, 2026</b>	Not Applicable

**QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED TO ADAM HANSEN AT [ADAM@YUBASUTTERTRANSIT.COM](mailto:ADAM@YUBASUTTERTRANSIT.COM).**

Responses to questions and addenda will be posted at:  
<https://www.yubasuttertransit.com/current-requests-for-proposals>

***PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.***

## **SECTION 2 – PROPOSAL INSTRUCTIONS**

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**The following instructions and conditions apply when responding to this RFP:**

### **2.0 DEFINITIONS**

For the purpose of this RFP:

1. “Authority” shall mean Yuba-Sutter Transit Authority, Purchaser, Owner, Buyer.
2. “Contractor” shall mean the selected Proposer(s) to whom the Authority has awarded a Contract for the Project.
3. “Proposer” shall mean the person, entity, or organization that submits a Proposal in response to this RFP.
4. FTA means Federal Transit Administration.
5. DBE means Disadvantaged Business Enterprise
6. RFP means Request for Proposal
7. Project means the entire Scope of Services described in this RFP.

### **2.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT**

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing no later than the date indicated in Section 1, Schedule of Events. All written questions will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. The point of contact for this RFP shall be:

Adam Hansen  
Planning Manager  
(530) 634-6880  
adam@yubasuttertransit.com

<https://www.yubasuttertransit.com/current-requests-for-proposals>

All communications regarding this solicitation shall be made directly with the designated point of contact. Any verbal or written communications between any potential or actual Proposer, or its representatives, and any Authority Board Member, staff member, committee member, or contractor regarding this procurement are strictly prohibited from the date of the RFP advertisement through the date of execution of the Agreement. The only exception to this is communication at a publicly noticed meeting of the Authority’s Board of Directors.

Any violation of the requirements set forth in this section shall constitute grounds for immediate and permanent disqualification of the Proposer from participation in this procurement.

## **2.2 PROPOSAL SUBMITTANCE**

Proposals must be submitted in strict compliance with the Proposal Instructions outlined in this RFP. Proposers must email an electronic copy of the Proposal in PDF or Microsoft Word format to [adam@yubasuttertransit.com](mailto:adam@yubasuttertransit.com) before 3:00 PM on January 7th, 2026. The Subject Line of the proposal email shall state “*Proposer Name* Proposal for Bus Stop Maintenance Services”

Proposals must be delivered electronically to: [adam@yubasuttertransit.com](mailto:adam@yubasuttertransit.com)

Any proposals received prior to the time and date specified for the Proposal Due Date in the Schedule of Events above may be withdrawn or modified by written request of the Contractor. To be considered, however, the modified Proposal must be received prior to 3:00 P.M., January 7th, 2026.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Contractor will be considered nonresponsive and rejected.

This RFP does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or to contract for services. The Authority reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified Contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Authority to do so.

Proposers are advised that should this RFP result in a recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by action of the Authority’s Board of Directors. The selected Contractor shall comply with all Insurance Requirements (Attachment A) and the conditions in the Sample Professional Services Agreement (Attachment C).

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract

**PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED FOR AWARD.**

## **2.3 PROPOSAL VALIDITY**

All Proposals submitted must be valid for a period of one hundred twenty (120) days from the “Proposal Due Date.”

## **2.4 PROPOSAL FORMS**

The Proposal must include all forms provided and requested by Authority. Proposals submissions that do not incorporate all forms provided and requested by Authority may be considered non-responsive and may be rejected. Your Proposal shall include the properly completed and signed Attachment B, Cost Proposal Form.

## **2.5 PROPOSAL CHANGES**

Any verbal modifications of the conditions or specifications documented herein shall be considered void and ineffective for Proposal preparation and evaluation purposes. Only changes issued in the form of written addendums to this RFP from the Authority shall be considered valid and binding.

## **2.6 PROPOSAL FORM PROVISIONS**

No form provisions, terms, conditions, requirements, and the like shall be considered as part of the Proposal unless a statement is typed or written on the Proposal that such form provisions are intended to be part of the Proposal.

## **2.7 EQUAL OPPORTUNITY**

The Authority hereby notifies potential Proposers that all firms will be afforded equal opportunity to submit Proposals in response to this request and will not be discriminated against in consideration for award on the basis of race, religion, color, sex, creed, marital status, ancestry, physical or mental disability, medical condition, sexual orientation, national origin, age, or any other consideration made unlawful by federal, state or local laws.

Although there is no specific Disadvantaged Business Enterprise (DBE) goal for this Contract, participation by DBEs is strongly encouraged.

## **2.8 APPEAL PROCEDURES**

- (1) All requests for clarifications of specifications, and protests of specifications must be received by the Authority in writing via mail or e-mail addressed to the Planning Manager at the following:

Yuba-Sutter Transit Authority  
ATTN: Adam Hansen  
2100 B Street  
Marysville, California 95901  
Email Address: adam@yubasuttertransit.com

Protests must be submitted no later than the date as specified on the "Written Questions Due" date on the Schedule of Events. Verbal inquiries will not be accepted.

- (2) Authority replies to requests under paragraph 2.8 (1) above will be dated no later than the "Written Answers Due" date as specified in the Schedule of Events. Any verbal replies are not to be considered valid.
- (3) Any requests for clarifications of specifications, and protests of specifications must be clearly labeled "Not A Bid" and submitted on or before the Written Questions due date mentioned in Section 1. The Authority is not responsible for failure to address an appeal that has not been labeled as such.

## **2.9 APPENDICES**

Information considered by the Proposing Company to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposing Companies are cautioned, however, that this

does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

## **2.10 TAXES**

- A. The authority is exempt from the payment of federal excise and transportation taxes, so such taxes must not be included in proposal prices.
- B. This proposal is subject to a state and local sales tax, which shall be shown separately but is a part of the contract price.

## **2.11 PRE-CONTRACTUAL EXPENSES**

The Authority will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Proposing Company for the following:

- A. Preparing the Proposal in response to this solicitation;
- B. Submitting that Proposal to the Authority;
- C. Negotiating with the Authority any matter related to this Proposal; and/or
- D. Other expenses incurred by the Proposing Company prior to the date of award.

## **2.12 JOINT OFFERS**

Where two or more Proposing Companies desire to submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

## **2.13 PROPOSAL PROTEST PROCEDURES**

A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. There are three basic types of protests, based on the time in the procurement cycle when they occur:

- 1. A pre-bid or solicitation phase protest is received prior to the Proposal's due date.
- 2. A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- 3. A post-award protest is a protest received after the award of a contract.

All protests must be submitted in writing via mail or e-mail addressed to the Executive Director at the following:

Yuba-Sutter Transit Authority  
ATTN: Executive Director  
2100 B Street  
Marysville, California 95901  
Email Address: [matt@yubasuttertransit.com](mailto:matt@yubasuttertransit.com)

Required Contents - In order to be deemed substantive, a written protest must include at a minimum the name of the protester; the applicable solicitation title, number, or description; statement of grounds for the protest; adequate contact information, and preferred delivery method for the response/determination.

The Yuba-Sutter Transit Board of Directors has the ultimate responsibility for awards made to a vendor or contractor financed with Federal assistance or otherwise subject to Federal and State Third Party Contract provisions.

**Request for Reconsideration** - Yuba-Sutter Transit will allow for submission of a request for reconsideration if data becomes available that was not previously known, or there has been an error of law or regulation. Requests for reconsideration should be submitted in writing within five (5) working days of the date the protester learned or should have learned of an error or other basis of appeal.

**Pre-Bid Protests** - Unless otherwise explicitly stated in the public solicitation document, the deadline for the submission of a pre-bid protest shall be the close of normal business hours, no later than ten (10) working days after the publication/release date of the respective solicitation document(s). In instances where a solicitation document expresses a specific date and/or time deadline for submission of pre-bid protest, the published deadline shall take precedence over the ten (10) working day policy.

**Responses** - The Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed or emailed (according to protester's preference) during normal business hours, no later than five (5) working days after the receipt of the pre-bid protest or prior to the published proposal due date, whichever is first. A response to any substantive questions received by Yuba- Sutter Transit may be sent to all interested parties or otherwise published as an addendum to the original solicitation.

**Pre-Award Protests** - To be considered, a pre-award protest must be received in writing prior to the close of business, within three (3) working days of the date the protester learned or should have learned of a recommendation to award or prior to the date of the award, whichever is first.

**Responses** - The Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed or emailed (according to the protester's preference) prior to the close of normal business hours, within three (3) working days of receipt of the protest or prior to the date of the award, whichever is first.

**Post-Award Protests** - To be considered, a post-award protest must be received prior to the close of business, within five (5) working days of the date the protester learned or should have learned of an adverse decision or other basis of appeal.

**Responses** - The Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed or emailed (according to the protester's preference) prior to the close of normal business hours, within three (3) working days of receipt of the protest.

Protests dealing with restrictive specifications or alleged improprieties in a solicitation must be filed no later than ten (10) working days prior to the bid opening or closing date for receipt of proposals. Any other protest must be filed no later than three (3) working days after:

1. Notification of Intent to Award is issued for award of contract if the contract is awarded by the Yuba-Sutter Transit Board per staff recommendation; or
2. Notification of Award is issued if the Yuba-Sutter Transit Board has delegated award authority to the Purchasing Agent or the Yuba-Sutter Transit Board does not award the contract according to the Notification of Intent to Award.

Protests shall be in writing and addressed to the Executive Director.

The protest shall identify the protestor, contain a statement officially declaring a protest and describing the reasons for the protest, and provide any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest shall indicate the ruling or relief desired from Yuba-Sutter Transit.

### **Requirements for the Protester**

The protester must:

- A. Qualify as an “Interested Party.” Only an “interested party” qualifies for review of its appeal. An “interested party” is a party that is an actual or prospective bidder whose direct economic interest would be affected by the award or failure to award the third-party contract at issue.
  1. Subcontractors. A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
  2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
  3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
- B. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the Authority’s protest procedures to completion.

### **2.14 ADDENDA AND INTERPRETATIONS**

- A. No interpretation of the meaning of any plans, specifications, or other pre-proposal documents will be made to any Proposing Company orally. Every request for such interpretations shall be in writing addressed to the attention of the Authority listed above. Such requests must be received prior to the date fixed for “Written Questions Due” in Section 1 listed above. Any and all such interpretations and any

supplemental instructions will be in the form of written addenda to the specifications and, if issued, will be posted on <https://www.yubasuttertransit.com/current-requests-for-proposals>. It is the Proposing Company's responsibility to ensure all requests are received and answered by the Authority in a timely fashion.

- B. Failure of any Proposing Company to receive any such addendum or interpretation shall not relieve such Proposing Company from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Contract Documents. Proposing Company shall assume full responsibility for making itself completely aware both of the existence and contents of all addenda. Each Proposing Company will be presumed to have inspected any relevant site, and to have read and be thoroughly familiar with any associated or referenced plans, specifications, or other documentation (including all addenda) and referenced legal provisions. The failure or omission of any Proposing Company to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposing Company from any obligation with respect to the Proposal submitted.

## **2.15 SUB-CONTRACTORS/SUB-CONSULTANTS**

An explanation describing the composition of all Sub-contractors/Sub-consultants performing work for the prime Contract shall be submitted and received with the Technical Proposal. This explanation of Sub-contractors/Sub-consultants is a part of the Proposal, and failure to submit said listing may constitute an incomplete Proposal.

## **2.16 PROPOSAL RESPONSIVENESS**

Proposing Companies shall respond to this RFP with respect to any and all sections, terms, conditions, requirements, and the like. Failure to submit a complete response will likely result in Proposal rejection.

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey a reasonable understanding of all requirements, terms, and conditions for the performance of the services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, and examining documents for this Project;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least one hundred and twenty (120) days following the date of submittal; and
- The Proposer is and will be, in compliance with the RFP's requirements, terms, and conditions.

## **2.17 CHANGES**

- A. The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

1. In the Scope of Services;

2. In the method or manner of performance of the work;
  3. In the Authority-furnished property or services.
- B. Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-
1. The date, circumstances, and source of the order; and
  2. That the Contractor regards the order as a change order.
- C. Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- D. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Authority is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- E. The Contractor must assert its right to an adjustment under this clause within thirty (30) days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the Proposal, unless this period is extended by the Authority. The statement of Proposal for adjustment may be included in the notice under paragraph (b) of this clause.
- F. No Proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Agreement.

## **2.18 PROPOSAL FORMAT AND CONTENT**

### **A. Presentation**

Proposals should not include any unnecessarily elaborate or promotional material. The format for Proposals shall be as shown below. All submittals are mandatory and considered part of the evaluation process. Failure to comply with this requirement may result in disqualification.

### **B. Letter of Transmittal**

The Letter of Transmittal should identify the proposing company and demonstrate the Firm's understanding of the Project and services required and the anticipated outcomes. Specifically, the Letter of Transmittal shall be addressed to the Authority as indicated in Section 1 of these instructions and must, at a minimum, contain the following:

1. Identification of the Proposing Company, including name, address, and telephone.
2. Proposed working relationship between the Proposing Company and sub-contractors/sub-consultants, if applicable.
3. Acknowledgment of receipt of all RFP addenda, if any.
4. Name, title, address, and telephone number of contact person during the period of Proposal evaluation.
5. A statement to the effect that the Proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
6. Signature of a person authorized to bind the Proposing Company to the terms of the Proposal.

#### **C. Executive Summary**

1. In addition to any introductory remarks in the Executive Summary, the Proposing Company shall state its understanding of the overall Project objectives.
2. This summary shall also state whether the Proposal does or does not fully comply with the requirements as defined in this RFP, noting any exceptions, and shall be signed by an authorized representative of the company.

#### **D. Technical Proposal**

##### **1. Qualifications, Related Experience, and References of the Proposing Company**

This section of the Proposal should establish the ability of the Proposing Company to satisfactorily perform the required work by reason of experience in performing work of a similar nature, demonstrated competence in the services to be provided, staffing capability, and supportive client references.

The Proposing Company shall:

- i. Provide a brief profile of the firm, including the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship), number, size, and location of offices, and number of employees.
- ii. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede The Proposing Company's ability to complete the Project.
- iii. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP. The Authority is particularly interested in selecting a

Proposer who has a thorough understanding and experience working with transit agencies, as well as the Scope of Services outlined herein. Any value-added services should be included here. The Proposing Company must demonstrate to the satisfaction of the Authority that it has sufficient resources, capabilities, and experience to meet the business needs as stated in this document.

- iv. Identify any subcontractors by company name, address, contact person, and telephone number, and Project function.
- v. Provide references within the last five (5) years, from previous or current clients, with a similar scope of work as outlined within this RFP. Furnish the name, title, address, and telephone number of the person(s) at the client organization who are most knowledgeable about the work performed. Proposers must also submit Attachment E, Reference Form.

## 2. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that the proposing company will use to manage the Project, as well as identify the key personnel assigned. The Proposing Company shall:

- i. Include the name and roles of the Proposing Company's Project Manager and other key managerial personnel to be assigned to the Project, and include major areas of any subcontract work.
- ii. Include a statement certifying that the key personnel will be available to the extent proposed, for the duration of the Project in the manner prescribed, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of the Authority.
- iii. Include a statement signed by a duly authorized officer of the Proposing Company to the effect that all personnel offered in the Proposal are either employed full-time by the firm or contractually obligated to the firm and available for the duration of the Project.

## 3. Work Plan

The Proposing Company shall provide a narrative that addresses the Scope of Services and shows the Proposing Company's understanding of the Authority's needs and requirements.

The Proposing Company shall:

- (1) Describe the approach to completing the services specified in the Scope of Services.
- (2) Outline sequentially the activities that would be undertaken in completing the services and provide a high-level schedule on how the weekly tasks

will be executed.

The Proposing Company may also propose procedural enhancements or/innovations to the General Requirements and Scope of Services, which do not materially deviate from the objectives or required content of the Project.

4. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP. Where the Proposing Company wishes to propose alternative approaches to meeting the Authority's Scope of Services or contractual requirements, thorough explanations are required. Authority, at its sole discretion, may modify or reject any exception or proposed change. The exceptions will be taken into consideration when evaluating the section that is most applicable to the exception listed.

**If no exceptions are requested or identified during the Q&A phase, Proposer(s) will be deemed to have accepted all requirements, including contractual terms and conditions, as set forth in the solicitation. Exceptions may not be considered after this phase of the solicitation.**

## **E. Cost and Price Proposal**

1. As part of the Cost and Price Proposal, the Proposing Company shall submit monthly proposed pricing for the services described in the Scope of Services. Proposers shall specify the total fixed monthly cost to complete the work as outlined for each potential year of the contract, including Years 1-3, the option year 1, and year 2. Additionally, for extra work assigned or emergency cleanup work, please include an hourly rate for years 1-3, the option year 1, and year 2. Travel for emergency work will be reimbursed at the IRS mileage rate.
2. All prices expressed by the Proposer in its offer must be firm, expressed in U.S. dollars, and defined as to be understandable and without ambiguity as to the meaning. The Cost Proposal shall describe all costs associated with performing the work, including costs related to the administrative and risk responsibilities assigned to the Proposer.
3. The Proposing Company shall complete the Cost Proposal Form (Attachment B), included with this RFP, and furnish any narrative required to explain the prices proposed.

## **SECTION 3 – EVALUATION AND SELECTION CRITERIA**

### **3.0 EVALUATION OF PROPOSALS**

This RFP includes specific requirements that will be used to evaluate proposals. To be considered a responsive Proposal, the Proposing Company will submit all information as required in this RFP. The award will be made on the basis of best value. At the Authority's discretion, it will award the contract to the Proposer whose proposal offers the best value to the Authority.

### **3.1 EVALUATION PROCEDURE**

The Authority, in accordance with the criteria established, will evaluate all proposals received as specified. Based on that evaluation, Authority may select finalists for discussions and clarifications related to the submitted Proposal. If clarifications and discussions are conducted, the Authority will notify the Proposing Company of the date and time at which the discussion will occur. The Authority may also request additional information to clarify or assist in the evaluation.

Proposing companies should be aware, however, that an award may be made without further clarification or discussion. Once the evaluation process is complete, the Authority will enter negotiations with the Proposer offering the best value to the Authority. If an agreement cannot be reached, then negotiation proceeds with the next firm offering the best value.

### **3.2 SCORING SCHEDULE**

	<b>Evaluation Criteria</b>	<b>Allocation</b>
<b>1.</b>	Related Proposer Experience with Similar Services, Proposer References	25%
<b>2.</b>	Technical Proposal, Work Plan	25%
<b>3.</b>	Cost Proposal	50%
	<b>Total Possible:</b>	<b>100%</b>

### **3.3 EVALUATION CRITERIA**

The award will be made on the basis of best value. At the Authority's discretion, it will award the contract to the Proposer whose proposal offers the best value to the Authority. Proposals will be evaluated in accordance with the following criteria:

1. **Related Proposer Experience with Similar Services, Proposer References:**  
In evaluating a Proposer's experience with similar projects, a favorable Proposer shall demonstrate extensive experience in providing services of a similar scope and size as outlined in the Scope of Services, as well as the stability of the firm, its staffing capability, and a record of meeting requirements on similar projects. Additionally, favorable Proposers will have a variety of experience performing similar services with transit agencies and public entities.
2. **Technical Solutions/Proposer Work Plan:**  
A favorable Proposer will demonstrate a clear understanding of the scope of services through a complete work plan that outlines their approach and meets all requirements specified in the Scope of Services. Additionally, a strong Proposer will clearly describe the sequence of activities needed to complete the tasks.

Proposals that are high-quality and comprehensive — showing the Proposer’s understanding of the project and willingness to adhere to standard agreement requirements — will be viewed more favorably. If the Proposer believes that extra activities or tasks beyond those listed in the RFP are necessary to successfully reach the project’s goals, they must identify these activities or tasks in their proposal. Not all essential tasks may be detailed in the Scope of Services, and the Authority will depend on the expertise and experience of a well-qualified firm to identify additional tasks in their proposal to ensure successful project completion.

3. Cost Proposal:

Proposers will be rated more favorably if they provide a clear total fixed monthly cost to complete the work as outlined for each potential year of the contract (Years 1-5). Additionally, for extra work assigned or emergency cleanup work, please include an hourly rate for years 1-5. Travel for emergency work will be reimbursed at the IRS mileage rate. Proposals that show cost efficiency will be considered more favorably.

**3.4 AWARD**

- A. The award will be made on a best value basis. At the Authority’s discretion, it will award the contract to the Proposer whose proposal offers the best value to the Authority.
- B. The Authority reserves the right to withdraw this request at any time without prior notice. Furthermore, the Authority makes no representations that an Agreement will be awarded to any Proposing Company responding to this invitation. The Authority expressly reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals received without indicating any reasons for such actions.
- C. The Authority reserves the right to award its total requirements to one Proposing Company or to apportion those requirements among several Proposing Companies as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted. Therefore, the Proposal submitted should contain the Proposing Company’s most favorable terms and conditions, since the selection and award may be made without discussion.
- D. The Authority reserves the right to make an award within one hundred twenty (120) calendar days from the date Proposals are opened. Should the award in whole or in part be delayed beyond the period of one hundred twenty (120) days, such award shall be conditioned upon the successful Proposing Company’s acceptance.
- E. Prior to the award of the contract, the selected firm may be required to submit to a pre-award audit of their financial records to confirm claims of financial stability and ascertain the capacity of the Firm’s accounting system for administering the Project.

**3.5 NOTIFICATION OF AWARD AND DEBRIEFING**

The Proposing Companies who submit a Proposal in response to this RFP shall be notified in writing regarding the firm that was awarded the Agreement. Such notification shall be made within fourteen (14) days of the date the Agreement is awarded.

### **3.6 CONFIDENTIALITY**

Prior to Contract Award, the Authority will treat as confidential all information contained in and so clearly identified in Proposals, supplements, and communications made in the course of procurement negotiations.

To ensure appropriate post-award confidentiality, Proposing Companies should clearly identify trade secret information and should specifically cite statutory or regulatory authority for exemption from public disclosure. The Authority disclaims liability for inadvertent disclosure of trade secrets or other information entitled to confidential treatment if the Proposer has failed to identify trade secrets or other sensitive information clearly or has failed to cite statutory or regulatory authority for keeping other information confidential.

### **3.7 ACCEPTANCE OF CONTRACT**

The successful Proposing Company will be required to accept a written contract in accordance with, and including as a part thereof, the published notice of Request for Proposals, the requirements and conditions, and specifications, with no exceptions other than those specifically listed in the written contract.

### **3.8 DISQUALIFICATION OF PROPOSING COMPANIES**

If any Proposing Company acting as a prime contractor has an interest in more than one (1) Proposal, all such Proposals will be rejected, and the Proposing Company will be disqualified. This restriction does not apply to sub-contractors or suppliers who may submit Proposals to more than one Proposing Company.

### **3.9 DISCREPANCIES AND MISUNDERSTANDINGS**

Proposing Companies must satisfy themselves by personal examination of any work site, the Scopes of Services, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided shall be called to the attention of the Authority and clarified prior to the submission of Proposals.

## **SECTION 4 – MINIMUM QUALIFICATIONS**

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To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify the Proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. Firm must have a minimum of five (5) years' experience and a demonstrated track record of quality work, knowledge, skills, and abilities in performing services of similar size and scope as defined in this solicitation.
- E. Licensed to do business in the State of California.

## **SECTION 5 – SCOPE OF SERVICES**

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### **1. PROJECT BACKGROUND**

The Authority provides local fixed route, rural route, commuter, and paratransit services for the bi-county region. The fixed route and paratransit services are provided in the core service area, which consists of the cities of Marysville and Yuba City, as well as the communities of Linda and Olivehurst.

### **2. PROJECT SUMMARY**

The Authority is seeking a Contractor to perform maintenance and cleaning of bus stops throughout the Yuba-Sutter Transit urbanized service area. The Authority maintains 285 bus shelters, with 260 located in the urban area of Yuba City, Marysville, and Yuba County (Linda and Olivehurst). A map of the stops can be found on the Yuba-Sutter Transit website at <https://www.yubasuttertransit.com/local-routes>. Of these 260 stops, 100 feature advertisements on the shelter or bench due to an agreement with Lamar Advertising. This agreement includes a provision that Lamar will repair and maintain the stops with advertisements. Their responsibilities include weekly visits to check on the 100 stops they oversee, emptying trash cans, and performing necessary repairs and cleaning. Nevertheless, there is an additional need for cleaning and maintenance at Lamar Advertising-maintained stops, as well as at the other 160 stops throughout the urbanized areas.

There are three levels of amenities at the Authority's bus stops:

**Level 1 Bus Stops** – These key stops and transit hubs feature shelters, of which 31 have advertising and 23 are non-ad shelters. These stops include a shelter, bench, and a Recology garbage can or a garbage can mounted on the shelter, along with a post and bus stop sign.

**Level 2 Bus Stops** - These stops, which include benches, feature either advertising benches (69) or Simme Seats (47). Only a few of these stops have garbage cans. These stops also feature a post and bus stop sign.

**Level 3 Bus Stops** – These stops are marked by poles and bus stop signs that indicate a nearby bus stop. These stops are not always on the sidewalk but may be on the roadway shoulder.

### 3. PROJECT TASKS

The Contractor shall provide additional cleaning services at key bus stops with shelters—both advertising and non-advertising—and perform regular maintenance and cleaning of all remaining non-advertising stops. The contractor will be responsible for providing all labor and materials to complete the following tasks.

The Contractor shall perform the following services at all bus stops:

- Conduct a weekly visual inspection of each stop.
- Remove trash, graffiti, and weeds within a ten (10) foot radius of the stop area that is also within the public right-of-way, including cracks in concrete surfaces.
- Repair or replace any bent, damaged, or vandalized signs (sign materials to be provided by Yuba-Sutter Transit).
- Trim nearby vegetation or branches that obstruct the visibility of bus stop signs or limit access to benches.

For all stops equipped with shelters (advertising and non-advertising), the Contractor shall:

- Clean and wipe down shelter surfaces, including map case glass, benches, and shelter panels.
- Remove graffiti, stickers, and taped signage from shelter structures.
- Apply pest control treatments (e.g., spray for wasps and ants) as needed to maintain a safe and clean environment.

At all bus shelters with benches, the Contractor shall:

- Inspect and wipe down benches to maintain a clean and usable condition.

For stops consisting solely of a signpost, the Contractor shall:

- Remove weeds and debris within a three (3) foot radius of the sign pole.

*Note: Not all signs are located on concrete surfaces; weed removal also applies to unpaved areas.*

The Contractor shall provide weekly cleaning services at the following locations:

- Bogue Park & Ride
- Plumas Lake Park & Ride
- McGowan Park & Ride

Services shall include:

- Removal of trash and debris throughout the lots, including landscaped areas and perimeter edges.

### **Emergency Cleanup**

- Upon request, the Contractor may be required to perform emergency cleaning services at specific bus stops due to incidents such as broken glass, excessive litter, or other waste-related hazards.
- The Contractor shall respond within two (2) hours of a request made during normal business hours (8:00 a.m. to 5:00 p.m. Monday - Friday). Requests received after business hours shall be addressed the following weekday morning.
- Time and costs associated with emergency cleanup shall be itemized and billed at the end of each month.
- The Contractor shall not perform or invoice for any additional work beyond the defined scope without prior written authorization and agreement on pricing from the Authority.

## **4. PROJECT LOCATION**

Appendix A lists the location and amenities of each bus stop.

**- END OF SCOPE OF SERVICES -**

## ATTACHMENT A – INSURANCE REQUIREMENTS

### 1. “WORKERS’ COMPENSATION” INSURANCE

- 1.1. At its own expense, Contractor shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Agreement:
  - A. Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
  - B. Employer’s Liability insurance in an amount not less than:
    - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
    - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
    - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.
- 1.2. Contractor’s and Subcontractor’s shall provide Authority with a “*certificate of insurance*”— on a form satisfactory to the Authority Attorney or Authority’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.
- 1.3. Authority shall not be liable to Contractor’s and Subcontractor’s personnel, or anyone Contractor’s and Subcontractor’s directly or indirectly employs or uses, for a claim at law or in equity arising out of Contractor’s and Subcontractor’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

### 2. “COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

- 2.1 At its own expense, Contractor shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an *occurrence* basis to fully protect Contractor and Authority from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the Authority and its officers, agents, employees, and representatives (collectively, “AUTHORITY AND ITS REPRESENTATIVES”) as *additional insureds*.
- 2.2 Coverage afforded to AUTHORITY AND ITS REPRESENTATIVES must be

at least as broad as that afforded to Contractor. If Contractor has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to AUTHORITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- A. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- B. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- C. ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- D. TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

2.3 The liability insurance must include all major divisions of coverage and must cover:

- A. Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
- B. Independent Contractors' Protective Liability;
- C. Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- D. Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- E. Contractual Liability; and
- F. Broad Form Property Damage.

2.4 Contractor shall provide Authority with a "*certificate of insurance*" an "*additional insured endorsement*" and a "*waiver of subrogation*"— on forms satisfactory to the Authority Attorney or Authority's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

2.5 The "*certificate of insurance*" and an "*additional insured endorsement*" must

state:

“The Yuba-Sutter Transit Authority, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the Yuba-Sutter Transit Authority. The Yuba-Sutter Transit Authority’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the Yuba-Sutter Transit Authority for any policy cancellation, termination, non-renewal, or reduction in coverage.”

### **3. GENERAL REQUIREMENTS**

- 3.1 At all times, the insurance company issuing the policy must meet all three of these requirements:
  - A. It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
  - B. It must be domiciled within, and organized under the laws of, a State of the United States; and
  - C. It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.
- 3.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, Contractor shall submit to Authority— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.
- 3.3 A deductible or self-insured retention is subject to the Authority’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:
  - A. The amount of the deductible, or self-insured retention, or both;
  - B. Whether a limit of insurance has been lowered by any pending or paid claim; and
  - C. The current limit amount, as lowered by the pending or paid claim.
- 3.4 Despite any conflicting or contrary provision in Contractor’s insurance policy:
  - A. If Contractor’s insurance company adds Authority, and its officers,

agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of Authority, or its representatives, or both, that insurer shall:

- (1) Pay those sums that Authority, or its representatives, or both, become legally obligated to pay as damages; and
- (2) Defend— and pay the costs of defending— Authority, or its representatives, or both;

- B. Contractor’s insurance is primary;
- C. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to the Authority, or its representatives, or both, is excess over Contractor’s insurance;
- D. Authority’s insurance, or self-insurance, or both, will not contribute with Contractor’s insurance policy;
- E. Contractor and Contractor’s insurance company waive— and shall not exercise— any right of recovery or subrogation that Contractor or the insurer may have against the Authority, or its representatives, or both;
- F. Contractor’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;
- G. Contractor’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- H. Authority is not liable for a premium payment or another expense under Contractor’s policy.

3.5 At any time during the duration of this Agreement, Authority may do any one or more of the following:

- A. Review this Agreement’s insurance coverage requirements; or
- B. Require that Contractor:
  - (1) Obtain, pay for, and maintain more or less insurance depending on Authority’s assessment of any one or more of the following factors:

- a. Authority's risk of liability or exposure arising out of, or in any way connected with, the services of Contractor under this Agreement;
    - b. The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Contractor under this Agreement; or
    - c. The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to Authority; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to Authority for liability, or costs, or both, that Authority incurs during Authority's investigation, administration, or defense of a claim or a suit arising out of this Agreement.
- 3.6 Contractor shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that Authority specifies for any coverage that Contractor must maintain after the Final Payment.
- 3.7 Contractor's insurance company or self-insurance administrator shall mail Authority written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.
- 3.8 Contractor shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Contractor shall deliver to Authority evidence of the required coverage as proof that Contractor's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.
- 3.9 At any time, upon Authority's request, Contractor shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Contractor's self-insurance program— all in a form and content acceptable to the Authority Attorney or Authority's Risk Manager.
- 3.10 If Contractor hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on Contractor's behalf, Contractor shall ensure that the Subcontractor:

- A. Meets, and fully complies with, this Agreement's insurance requirements;
  - B. Delivers to Authority— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
  - C. Furnishes Authority, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for Authority's review, or approval, or both.
- 3.11 Contractor's failure to comply with an insurance provision in this Agreement constitutes a breach upon which Authority may immediately terminate or suspend Contractor's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, Authority may obtain or renew the insurance, and Authority may pay all or part of the premiums. Upon demand, Contractor shall repay Authority for all sums or monies that Authority paid to obtain, renew, or reinstate the insurance, or Authority may offset the cost of the premium against any sums or monies that Authority may owe Contractor.

#### **4. CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

- 4.1 Contractor shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When Contractor signs and delivers the Agreement to AUTHORITY, Contractor also shall deliver:
- (A) A "certificate of insurance" for each required liability insurance coverage;
  - (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require Contractor to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
  - (C) A Waiver of Subrogation endorsement for Commercial General Liability coverage or Businessowners Liability coverage, unless this Agreement does not require Contractor to obtain and maintain Commercial General Liability coverage or Businessowners Liability coverage;
  - (D) A "certificate of insurance" for Workers' Compensation insurance; or

If Contractor is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or

If Contractor is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form; and

4.2 Authority will neither sign this Agreement nor issue a "Notice to Proceed" until the Authority Attorney or Authority's Risk Manager has reviewed and approved the insurance documents. Authority's decision as to the acceptability of all insurance documents is final. Unless Contractor obtains Authority's written approval, Authority will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

**5. INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

5.1 This Agreement's insurance provisions:

- A. Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

**- END OF ATTACHMENT A -**

## ATTACHMENT B - COST PROPOSAL FORM

Proposer Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

### A. Fixed Monthly Cost

Proposers shall provide the total fixed monthly cost to complete the work as outlined in the Scope of Work for each potential year of the contract.

Contract Year	Fixed Monthly Cost	Total Annual Cost (Monthly Cost x 12)
Year 1	\$ _____	\$ _____
Year 2	\$ _____	\$ _____
Year 3	\$ _____	\$ _____
Option Year 1	\$ _____	\$ _____
Option Year 2	\$ _____	\$ _____

### B. Hourly Rate for Extra Work / Emergency Cleanup

For extra work or emergency cleanup assigned by the Agency, proposers shall provide the hourly rate applicable for each contract year.

Contract Year	Hourly Rate (\$/hour)
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Option Year 1	\$ _____
Option Year 2	\$ _____

*Note: Travel for emergency work will be reimbursed at the current IRS mileage rate in effect at the time of travel.*

### C. Authorized Signature

I hereby certify that the costs proposed above are accurate and complete to the best of my knowledge and represent a binding offer in accordance with the requirements of this solicitation.

Authorized Representative Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**- END OF ATTACHMENT B -**

# ATTACHMENT C – SAMPLE SERVICES AGREEMENT

CONTRACT No. \_\_\_\_\_

*(The Services Agreement Will Be Finalized Upon Notification of Award)*

## **SAMPLE SERVICES AGREEMENT**

BETWEEN THE YUBA-SUTTER TRANSIT AUTHORITY AND

\_\_\_\_\_

**THIS AGREEMENT** (“Agreement”), effective \_\_\_\_\_, 20 (“Effective Date”), is between the Yuba-Sutter Transit Authority (“AUTHORITY”), a joint powers authority, and \_\_\_\_\_ (“CONTRACTOR”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

### **RECITALS**

A. AUTHORITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONTRACTOR represents that CONTRACTOR is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] **[NOTE: staff must verify corporate status/ partnership/ LLC and Consultant’s license, if any, and obtain proof.]** **[ADD, IF APPLICABLE:(which) (who) employs persons who are duly registered or licensed to practice in the State of California.]**

C. CONTRACTOR possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONTRACTOR desires to furnish and perform maintenance services for AUTHORITY, on the terms and conditions described in this Agreement. CONTRACTOR has the legal authority to provide, engage in, and carry out the services set forth in this Agreement.

### **AGREEMENT**

**THEREFORE**, AUTHORITY engages CONTRACTOR’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

## **1.0 INCORPORATION OF RECITALS**

1.1. The Recitals constitute the factual basis upon which AUTHORITY and CONTRACTOR have entered into this Agreement. AUTHORITY and CONTRACTOR acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

## **2.0 TERM**

2.1. This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

## **3.0 SERVICES**

3.1. **Scope of Services.** CONTRACTOR shall [specify services to be provided] ("the Services") in accordance with the Scope of Services [***ADD, IF APPLICABLE:*** and Fee Schedule], which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. [***NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Services should identify specific tasks, list and describe any deliverables, and specify procedures/criteria for acceptance.***]

### **3.2. Written Authorization.**

(A) CONTRACTOR shall not make changes in the Scope of Services, perform any additional work, or provide any additional material, without first obtaining written authorization from AUTHORITY. If CONTRACTOR provides additional services or materials without written authorization, or if CONTRACTOR exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONTRACTOR proceeds at CONTRACTOR's own risk and without payment.

(B) AUTHORITY will authorize CONTRACTOR to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by the AUTHORITY's Project Manager, is a prerequisite for CONTRACTOR to proceed with each task. [***ADD, IF APPLICABLE:*** Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONTRACTOR shall not exceed the not-to-exceed price in each Task Order.] In performing each phase or task, CONTRACTOR shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONTRACTOR to incur expenditures in excess of the Maximum Cost, nor relieves CONTRACTOR from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONTRACTOR and its Subcontractors, subconsultants, employees, and agents (collectively, "CONTRACTOR PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using individuals duly qualified to perform the Services.

(B) CONTRACTOR PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONTRACTOR PARTIES' profession currently practicing in California. By delivering the completed work, CONTRACTOR PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, AUTHORITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONTRACTOR PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, AUTHORITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that AUTHORITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by AUTHORITY.

(D) When the Scope of Services requires or permits AUTHORITY's review, approval, conditional approval, or disapproval, CONTRACTOR acknowledges that AUTHORITY's review, approval, conditional approval, or disapproval:

(1) Is solely for the purposes of administering this Agreement and determining whether CONTRACTOR is entitled to payment for its Services;

(2) Is not to be construed as a waiver of any breach, or acceptance by AUTHORITY, of any responsibility— professional or otherwise— for the Services or CONTRACTOR's work product;

(3) Does not relieve CONTRACTOR of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and

(4) Does not relieve CONTRACTOR from liability for damages arising out of CONTRACTOR's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONTRACTOR and at no cost to AUTHORITY, CONTRACTOR shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

## **4.0 TIME FOR PERFORMANCE**

4.1. CONTRACTOR shall perform the Services according to the Project Time Schedule, which is attached as “Exhibit B” to this Agreement and is incorporated into it by this reference. CONTRACTOR shall complete all of the Services by [DATE].

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONTRACTOR shall not proceed from one phase or increment to the next without written authorization from the AUTHORITY’s Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to fulfil the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

## **5.0 PERSONNEL**

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet as needed to coordinate, review, and ensure CONTRACTOR’s performance under this Agreement. AUTHORITY’s Project Manager will oversee the administration of CONTRACTOR’s tasks under this Agreement.

5.2. **Key Personnel.** CONTRACTOR’s project team shall work under the direction of the following key personnel [IDENTIFY CONTRACTOR’S KEY PERSONNEL AND TITLE]. **[OR STATE:** CONTRACTOR shall employ the key personnel identified in “Exhibit A.”] CONTRACTOR shall minimize changes to its key personnel. AUTHORITY may request key personnel changes, and AUTHORITY may review and approve key personnel changes proposed by CONTRACTOR. AUTHORITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With AUTHORITY’s prior written approval, CONTRACTOR may employ, engage, or retain the services of persons or entities (“Subcontractors”) that CONTRACTOR may deem proper to aid or assist in the proper performance of CONTRACTOR’s duties. AUTHORITY is an intended beneficiary of all work that the Subcontractors perform for purposes of establishing a duty of care between the Subcontractors and AUTHORITY. CONTRACTOR is as responsible for the performance of its Subcontractors as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subcontractors are chargeable directly to CONTRACTOR. Nothing in this Agreement constitutes or creates a contractual relationship between AUTHORITY and anyone other than CONTRACTOR.

5.4. **Independent Contractor.**

(A) CONTRACTOR understands and acknowledges that CONTRACTOR is an

independent contractor, not an employee, partner, agent, or principal of AUTHORITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONTRACTOR is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONTRACTOR and for CONTRACTOR's employees and Subcontractors. CONTRACTOR has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONTRACTOR uses in performing the Services under this Agreement. CONTRACTOR shall provide the Services in CONTRACTOR's own manner and method, except as this Agreement specifies. CONTRACTOR shall treat a provision in this Agreement that may appear either to give AUTHORITY the right to direct CONTRACTOR as to the details of doing the work, or to exercise a measure of control over the work, as giving CONTRACTOR direction only as to the work's end result.

(B) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that AUTHORITY may be required to make on behalf of CONTRACTOR, an employee of CONTRACTOR, or any employee of CONTRACTOR construed to be an employee of AUTHORITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONTRACTOR shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONTRACTOR represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONTRACTOR prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Services requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONTRACTOR may possibly be subject to prevailing wages under California Labor Code Sections 1770-1781. CONTRACTOR's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONTRACTOR, at its expense, shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONTRACTOR understands and acknowledges that all persons furnishing services to AUTHORITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONTRACTOR and not of AUTHORITY. In performing the Services or the work under this Agreement, CONTRACTOR is liable for providing workers' compensation benefits to CONTRACTOR's employees, or anyone whom CONTRACTOR directly or indirectly hires, employs, or uses. AUTHORITY is not responsible for any claims at law or in equity caused by CONTRACTOR's failure to comply with this Paragraph.

5.9. **Executive Order N-6-22 – Russia Sanctions.**

(A) AUTHORITY may be using State of California grant funds for this Agreement. Accordingly, because AUTHORITY may be paying, awarding, or providing CONTRACTOR with that State grant money, in whole or in part, CONTRACTOR must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

(B) CONTRACTOR is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONTRACTOR states and represents that CONTRACTOR has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or AUTHORITY, or both, before or after the expiration, termination, or cancellation of this Agreement.

(C) At any time and upon written notice to CONTRACTOR, AUTHORITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for AUTHORITY's convenience under Paragraph 13.4, if AUTHORITY determines that any one or more of the following circumstances or events have occurred

(1) CONTRACTOR is the subject or target of Economic Sanctions;

(2) CONTRACTOR is conducting prohibited transactions with sanctioned individuals or entities; or

(3) CONTRACTOR has failed to comply, in any manner, with the State Executive Order.

## **6.0 FACILITIES**

6.1. CONTRACTOR shall provide all facilities necessary to fully perform and complete the Services. If CONTRACTOR needs to use an AUTHORITY facility, CONTRACTOR shall meet and confer with AUTHORITY before CONTRACTOR begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONTRACTOR, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONTRACTOR shall pay for any damage to AUTHORITY property, facilities, structures, or streets arising out of CONTRACTOR's use, occupation, operation, or activities in, upon, under, or over any portion of them.

## **7.0 PAYMENT**

7.1. AUTHORITY's payment to CONTRACTOR will be based upon CONTRACTOR's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONTRACTOR shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONTRACTOR incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

7.2. **Fee.** AUTHORITY shall pay for the Services that CONTRACTOR performs in accordance with this Agreement at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

7.2. If AUTHORITY requires additional work not included in this Agreement, CONTRACTOR and AUTHORITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.3. **Maximum Cost.** CONTRACTOR expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) ("Maximum Cost"). When CONTRACTOR has billed 75% of the Maximum Cost, CONTRACTOR shall provide written notice to AUTHORITY's Project Manager that CONTRACTOR has expended 75% of the Maximum Cost.

7.4. **Taxes.** CONTRACTOR shall pay all applicable (federal, state, county, local, AUTHORITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONTRACTOR's services under this Agreement.

7.5. **Invoices.** CONTRACTOR shall submit an original, itemized invoice to AUTHORITY for approval, before receiving compensation. CONTRACTOR shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

## **8.0 AUDIT BY AUTHORITY**

8.1. During this Agreement's Term and for a period of four (4) years after the expiration,

cancellation, or termination of this Agreement, or any extension of it, CONTRACTOR shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONTRACTOR's performance of this Agreement; and

(B) Permit AUTHORITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONTRACTOR's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this Agreement.

## **9.0 DATA, RECORDS, PROPRIETARY RIGHTS**

9.1. **Copies of Data.** CONTRACTOR shall provide AUTHORITY with copies or originals of all data that CONTRACTOR generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONTRACTOR generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, AUTHORITY.

### 9.2. **Ownership and Use.**

(A) Unless AUTHORITY states otherwise in writing, each document—including, but not limited to, each report, draft, record, drawing, or specification (collectively, "work product")—that CONTRACTOR prepares, reproduces, or causes its preparation or reproduction for this Agreement is AUTHORITY's exclusive property.

(B) CONTRACTOR acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services. CONTRACTOR makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Services.

### 9.3. **Intellectual Property.**

(A) If CONTRACTOR uses or incorporates patented, trademarked, or copyrighted work, ideas, or products—in whole or in part—into CONTRACTOR's work product, CONTRACTOR represents that:

(1) CONTRACTOR holds the patent, trademark, or copyright to the work, idea, or product; or

(2) CONTRACTOR is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless AUTHORITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in AUTHORITY. CONTRACTOR waives and relinquishes all claims

to proprietary rights and intellectual property rights, including copyrights, in favor of AUTHORITY.

(C) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONTRACTOR shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONTRACTOR's Scope of Services. Without AUTHORITY's prior written authorization, CONTRACTOR shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that AUTHORITY assigns to CONTRACTOR or to which CONTRACTOR has access.

9.5. **Public Records Act.**

CONTRACTOR acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONTRACTOR acknowledges that AUTHORITY has no obligation to notify CONTRACTOR when a request for records is received.

(A) CONTRACTOR shall identify in advance all records, or portions of them, that CONTRACTOR believes are exempt from production under the Public Records Act.

(B) If CONTRACTOR claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

(1) CONTRACTOR may, when notified by AUTHORITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or

(2) AUTHORITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(C) If CONTRACTOR fails to identify one or more protectable documents, in AUTHORITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONTRACTOR, AUTHORITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(D) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising

out of or alleging AUTHORITY's refusal to publicly disclose one or more records that CONTRACTOR identifies as protectable, or asserts is protectable.

## **10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

10.1. **Conflict of Interest.** CONTRACTOR represents and certifies that:

(A) CONTRACTOR's personnel are not currently officers, agents, employees, representatives, or elected officials of AUTHORITY;

(B) CONTRACTOR will not employ or hire a AUTHORITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) AUTHORITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONTRACTOR will inform AUTHORITY about any possible conflict of interest that may arise as a result of any change in circumstances.

## **11.0 INSURANCE**

11.1. When CONTRACTOR signs and delivers this Agreement to AUTHORITY, and during this Agreement's Term, CONTRACTOR shall furnish AUTHORITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" (D-1 to D-) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

## **12.0 INDEMNITY**

(B) To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778 and 2782.8— CONTRACTOR, its employees, agents, Subcontractors, and persons whom CONTRACTOR employs or hires (individually and collectively, "CONTRACTOR INDEMNITOR") shall indemnify, defend, and hold harmless AUTHORITY, its officers, agents, employees, and representatives (individually and collectively, "AUTHORITY INDEMNITEE") from and against a "liability" [as defined in Subparagraph (A) below], or an "expense" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of a CONTRACTOR INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, contractor, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.1. Under this Article, CONTRACTOR INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a AUTHORITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a AUTHORITY INDEMNITEE.

12.2. To the extent that CONTRACTOR INDEMNITOR’s insurance policy provides an upfront defense to AUTHORITY, CONTRACTOR INDEMNITOR’s obligation to defend a AUTHORITY INDEMNITEE under this Article:

(A) Means that CONTRACTOR INDEMNITOR shall provide and pay for legal counsel, acceptable to AUTHORITY, for the AUTHORITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a AUTHORITY INDEMNITEE arises out of, pertains to, relates to, or asserts the negligence, recklessness, or willful misconduct of CONTRACTOR INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action

specifically names or identifies CONTRACTOR INDEMNITOR.

12.3. Paragraph 12.3 does not limit or extinguish CONTRACTOR INDEMNITOR's obligation to reimburse a AUTHORITY INDEMNITEE for the costs of defending the AUTHORITY INDEMNITEE against a **liability**, or an **expense**, or both. The defense costs charged to CONTRACTOR INDEMNITOR will not exceed CONTRACTOR INDEMNITOR's proportionate percentage of fault. A AUTHORITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the AUTHORITY INDEMNITEE's first:

(A) Requesting that CONTRACTOR INDEMNITOR provide a defense to the AUTHORITY INDEMNITEE; or

(B) Obtaining CONTRACTOR INDEMNITOR's consent to the AUTHORITY INDEMNITEE's tender of defense.

12.4. If CONTRACTOR subcontracts all or any portion of the Services under this Agreement, CONTRACTOR shall provide AUTHORITY with a written agreement from each Subcontractor, who must indemnify, defend, and hold harmless AUTHORITY INDEMNITEE under the terms in this Article.

12.5. CONTRACTOR INDEMNITOR's obligation to indemnify, defend, and hold harmless AUTHORITY will remain in effect and will be binding upon CONTRACTOR INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.6. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

### **13.0 DEFAULT, REMEDIES, AND TERMINATION**

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONTRACTOR refuses or fails— whether partially, fully, temporarily, or otherwise— to:

(1) Provide or maintain enough properly trained personnel, or licensed

personnel, or both, to perform the Services that this Agreement requires;

(2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;

(3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONTRACTOR, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

(1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;

(2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;

(3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

(4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONTRACTOR:

(1) Or another party for or on behalf of CONTRACTOR: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;

(2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying AUTHORITY, or without AUTHORITY's written authorization;

(3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying AUTHORITY, or without AUTHORITY's written authorization;

(4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONTRACTOR's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the AUTHORITY Manager, or a designee.

13.2. **Notice of Default.** If AUTHORITY deems that CONTRACTOR is in Default, or that CONTRACTOR has failed in any other respect to perform satisfactorily the Services specified in this Agreement, AUTHORITY may give written notice to CONTRACTOR specifying the Default(s) that CONTRACTOR shall remedy within 10 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within 10 days after receiving AUTHORITY's Notice of Default, if CONTRACTOR refuses or fails to remedy the Default(s), or if CONTRACTOR does not commence steps to remedy the Default(s) to AUTHORITY's reasonable satisfaction, AUTHORITY may exercise any one or more of the following remedies:

(A) AUTHORITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONTRACTOR has corrected the Default;

(B) AUTHORITY may provide for the Services either through its own forces or from another contractor, and may withhold any money due (or may become owing to) CONTRACTOR for a task related to the claimed Default;

(C) AUTHORITY may withhold all moneys, or a sum of money, due CONTRACTOR under this Agreement, which in AUTHORITY's sole determination, are sufficient to secure CONTRACTOR's performance of its duties and obligations under this Agreement;

(D) AUTHORITY may immediately terminate the Agreement;

(E) AUTHORITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONTRACTOR's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONTRACTOR's Default, breach, or violation of this Agreement; or

(F) AUTHORITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, AUTHORITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONTRACTOR shall receive compensation only for that work which CONTRACTOR had satisfactorily completed by the termination date. AUTHORITY shall not pay CONTRACTOR for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

## **14.0 GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONTRACTOR nor AUTHORITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with AUTHORITY's and CONTRACTOR's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D (Insurance Requirements).
- (3) Exhibit B (Project Time Schedule).
- (4) Exhibit A (Scope of Services).
- (5) Exhibit C (Fee Schedule).
- (6) Exhibit E (RFP and Addenda included by reference).
- (7) Exhibit F (Contractor Proposal included by reference).

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

### 14.4. **Governing Law; Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONTRACTOR or AUTHORITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Yuba, California, or where otherwise appropriate, in the United States District Court, Eastern District of California. CONTRACTOR and AUTHORITY acknowledge that the Agreement was negotiated, entered into, and executed— and the Services are performed— in the City of Marysville, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If AUTHORITY or CONTRACTOR brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the AUTHORITY Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Yuba County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the AUTHORITY Attorney's services were rendered.

14.7. **Further Assurances.** Upon AUTHORITY's request at any time, CONTRACTOR shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to AUTHORITY and CONTRACTOR. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of AUTHORITY and CONTRACTOR, and are not for the benefit of another person, entity, or organization. Without AUTHORITY's prior written authorization, CONTRACTOR shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONTRACTOR, without AUTHORITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONTRACTOR's duties, obligations, or responsibilities under this Agreement.

(C) If AUTHORITY consents to an assignment of rights, or a delegation of duties, or both, CONTRACTOR's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONTRACTOR acknowledges that this Agreement's time limits and deadlines are reasonable for CONTRACTOR's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in California's Government Code, or a day when AUTHORITY Hall is closed, the period is extended to and including the next day that AUTHORITY is open for business. A reference to the time of day refers to local time for Marysville, California.

14.11. **Recycled Paper.** CONTRACTOR shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or

(5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

(1) The date of personal delivery;

(2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;

(3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or

(4) The date of transmission, when sent by facsimile or email.

(C) AUTHORITY and CONTRACTOR designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

AUTHORITY:

Yuba-Sutter Transit

Dept.: \_\_\_\_\_

\_\_\_\_\_

Marysville, CA 95901

Attn: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax. No.: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax. No.: \_\_\_\_\_

Email: \_\_\_\_\_

(D) At any time, by providing written notice to the other PARTY, AUTHORITY or CONTRACTOR may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed in Marysville, California.

**AUTHORITY:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

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

**CONTRACTOR:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

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

APPROVED AS TO FORM	
NAME:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____

**SERVICES AGREEMENT EXHIBIT LIST**

- Exhibit A: Scope of Services
- Exhibit B: Project Time Schedule
- Exhibit C: Fee Schedule
- Exhibit D: Insurance Requirements
- Exhibit E: RFP and Addenda (included by reference)
- Exhibit F: Contractor Proposal dated *{Insert Date}* (included by reference)

**- END OF ATTACHMENT C -**

## ATTACHMENT D – REQUIRED FORMS & CERTIFICATIONS

### WORKER’S COMPENSATION INSURANCE CERTIFICATION

The Contractor shall secure the payment of Workmen’s Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish Yuba-Sutter Transit with a certificate evidencing such coverage together with verification thereof as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen’s Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

---

Signed (Contractor)

Date

---

Print Name and Title

**DRUG FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, hereby  
certify on behalf of (Name of authorized official)

\_\_\_\_\_ that (Name of company)

The CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-free Awareness Program, as required by Government Code Section 8355(b), to inform employees all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm’s policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm’s drug-free policy statement, and
2. Will agree to abide by the terms of the firm’s statement as a condition of employment on the contract.

**CERTIFICATION:**

I, \_\_\_\_\_, hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**- END OF ATTACHMENT D -**

## ATTACHMENT E - REFERENCE FORM

Provide references of similar sized projects/accounts preferably located in the state of California. Include detailed information about the services provided on this form.

1. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

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2. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

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3. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

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**- END OF ATTACHMENT E -**

## APPENDIX A – BUS STOP SHELTER LOCATIONS

### CITY OF YUBA CITY (Incorporated)

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
1	Walton Ave.	Sam's Club Entrance**	SW	1/2/5 & 99			2		1	1		
2	Walton Ave.	Sunsweet Entrance	SE	2 & 70					1	1		1
3	Lassen Boulevard	Walton Avenue	NW	1/5		1				2		
4	Lassen Boulevard	Tharp Rd.	NW	1/5								
5	Lassen Boulevard	Klamath	NW	1/5					1			
6	Harter Road	Spirit Way	NE	1/5					1			
7	Harter Road	Yuba City Marketplace**	NE	1/5					1			1
8	Butte House Rd.	Harter Prkwy	SE	1/5								
9	Butte House Rd.	Tharp Rd.	SE	1/5					1			
10	Stabler Ln.	Butte House Rd.	SW	1/2/5					1			
11	Butte House Rd.	Stabler Ln. (Rite-Aid)	SE	1/2					1			
12	Stabler Ln.	Starr Drive	SW	1/2/5								
13	Stabler Ln.	Starr Drive	NE	2	1							
14	Butte House Rd.	Civic Center Blvd.	SE	1/2					1			
15	Butte House Rd.	El Dorado Lane	NW	1/2		1						
16	Butte House Rd.	Yuba City Mall Signal Ent.	SE	1/2					1			
17	Butte House Rd.	Target Entrance	NW	1/2					1			
18	Gray Ave.	Ainsley Ave.	NE	1		1				1		
19	Gray Ave.	Ainsley Ave. (Yuba Sutter Mall)	SW	1				1				
20	Gray Ave.	Louise Ave. (K-Mart)	SW	1					1			
21	Gray Ave.	Louise Ave. (Paradise Motel)	NE	1					1			
22	Forbes Ave.	Gray Ave.	SE	1		1				1		
23	Forbes Ave.	Gray Ave.	NE	1		1				1		
24	Forbes Ave.	Clark Ave. (Library)	SE	1					1	1		
25	Forbes Ave.	Clark Ave.	NE	1	1							
26	Forbes Ave.	Orange St.	NW	1								
27	Forbes Ave.	Orange St.	SE	1								

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
28	Forbes Ave.	Almond St.	SE	1								
29	Forbes Ave.	Almond St.	NW	1								
30	Plumas St.	Church St.	NE	1/2								
31	Plumas St.	Church St.	SW	1/2								
32	Alturas St.*	Shasta St.**	SW	1/2				1				1
33	Plumas St.	Bridge St.	NW	2								
34	Plumas St.	Bridge St.	NE	2								
35	Plumas Street	B Street	SW	2						1		
36	Plumas Street	Town Square	SE	2						1		
37	C Street	Wilbur Avenue	SW	2								

38	C Street	Wilbur Avenue	NW	2								
39	Wilbur Avenue	Franklin Road	NE	2						1		
40	Wilbur Ave.	Franklin Ave.	SW	2	1					1		
41	Wilbur Ave.	Career Placement Center	NW	2		1						
42	Wilbur Ave.	Fairview MHP Entrance	NE	2		1						
43	Wilbur Ave.	Garden Hwy.	SW	2		1						
44	Wilbur Ave.	Garden Hwy.	NW	2		1						
45	Garden Hwy.	Percy Ave.	SW	2		1				1		
46	Garden Hwy.	Percy Ave.	NE	2		1				1		
47	Garden Hwy.	Winship Rd.	NW	2					1			
48	Garden Hwy.	Winship Rd.	NE	2		1						
49	Lincoln Rd.	Garden Hwy.	NW	2		1						
50	Lincoln Rd.	Garden Hwy.	SW	2/5		1						
51	Lincoln Rd.	Railroad Ave.	SE	2/5		1				2		
52	Lincoln Rd.	Railroad Ave.	NW	2		1				1		
53	Clark Ave.	Richland Rd.	NE	2		1						
54	Bunce Rd.	Richland Rd.	SW	2								
55	Clark Ave.	Julie Dr. (Hillcrest Plaza)	SE	2		1						
56	Clark Ave.	Julie Dr. (St. Isidore's)	SW	2		1						
57	Franklin Road	Clark Avenue (Tennis Courts)	NW	2		1				1		
58	Clark Ave.	Franklin Ave.	SW	2						1		
59	Franklin Road	Gray Ave.	SE	2								

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
60	Gray Avenue	Franklin Road	NE	2								
61	Gray Avenue	B Street	NE	2								
62	Gray Avenue	B Street	SW	2	1							
63	Bridge St.	Gray Ave.	NW	2		1						
64	Bridge St.	North Barrett Rd.	SE	2	1							
65	Bridge St.	Toys R' Us Entrance	NW	2/5					1			
66	Bridge St.	Oji Way	SW	2/5					1			
67	Onstott Frontage Road	Cinemark Movies 12	SW	5		1						
68	Bridge St.	JoAnn Way	SE	2/5	1							
69	Bridge Street	JoAnn Way	NW	2/5	1							
70	Walton Ave.	Bridge St.	NE	2/5		1						
71	Bridge St.	Walton Ave.	SE	2/5		1						
72	Franklin Road	Winco Foods (Across Street )	NW	5		1				1		
73	Franklin Road	Winco Foods	SW	5					1			
74	Walton Ave.	Franklin Road	SE	5		1						
75	Walton Ave.	Franklin Road	SW	5					1			
76	Walton Ave.	Camino Del Flores (AK School)	SW	5			1					
77	Walton Ave.	Camino Del Flores	SE	5		1						
78	Walton Ave.	Cherry Street	SW	5								
79	Walton Ave.	Cherry Street	NE	5	1							
80	Walton Ave.	McCune Avenue	NW	5								
81	Walton Ave.	McCune Avenue	NE	5	1							
82	Walton Ave.	Lincoln Road	NE	5		1				1		
83	Walton Ave.	Joseph Street	NE	5								
84	Walton Ave.	Tracy Drive	SE	5								
85	Lincoln Road	Crest Drive	SW	5								
86	Lincoln Road	Phillips Road	SE	5		1				1		
87	Lincoln Road	Jones Road	SE	5	1					1		
88	Garden Highway	Teesdale	SW	5		1						
89	Garden Highway	River Oaks Drive	SW	5		1						
90	Bogue Road	Garden Highway	NW	5					1			
91	Bogue Road	South Park	NE	5		1						

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
92	Bogue Road	Railroad Avenue	NE	5								
93	Bogue Road	Germaine Drive	NW	5	1							
94	Bogue Road	Falls Drive	NW	5		1						
95	Sanborn Road	Bogue Road	NE	5						1		
96	Pebble Beach Drive	Walton Ave.	SW	5								
97	Pebble Beach Drive	Portola Valley Drive (Park)	SE	5						1		
98	Washington Ave.	Gray Ave.	SE	2	1							
99	Washington Ave.	Clark Ave.	SW	2								
100	Ainsley Ave.	Clark Ave.	NW	2								
101	Ainsley Ave.	Yuba City Senior Center	----	2				1				
102	Gray Ave.	Queens Ave.	NE	2								
103	Gray Ave.	Queens Ave.	SW	2								
104	Gray Ave.	Casita Dr.	NE	2		1				1		
105	Gray Ave.	Casita Dr.	SW	2					1	1		
106	Northgate Dr.	Gray Ave.	SE	2								
107	Northgate Dr.	Gray Ave.	NE	2								
108	Northgate Dr.	Clark Ave.	SE	2								
109	Northgate Dr.	Clark Ave.	NE	2								
110	Northgate Dr.	Live Oak Blvd.	SW	2	1							
111	Northgate Dr.	Live Oak Blvd.	NW	2	1							
112	Yuba-Sutter Mental Health	----	----	2				1				
113	Queens Ave.	Live Oak Blvd. (Brundy Ct.)	SE	2		1						
114	Queens Ave.	Live Oak Blvd. (Brundy Ct.)	NE	2					1			
115	Plumas St.	Aleamar Way	NW	2								
116	Plumas St.	Aleamar Way	NE	2	1							
117	Plumas St.	Sutter Estates (south ent.)	NW	2		1						
118	Plumas St.	Sutter Estates (south ent.)	NE	2		1						
119	Plumas St.	Ainsley Ave.	NW	2								
120	Plumas St.	Ainsley Ave.	NE	2								
121	Plumas St.	Fremont Hospital	NE	2		1						
122	Plumas St.	Fremont Hospital (front door)	NW	2		1						
	<b>Total Yuba City Stops</b>		<b>122</b>		<b>15</b>	<b>39</b>	<b>3</b>	<b>4</b>	<b>22</b>	<b>27</b>	<b>0</b>	<b>3</b>

SUTTER COUNTY (Unincorporated)

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
123	Bogue and Highway 99	Park and Ride**	SE	Hwy. 99				1			5 (#1,2, 3, 4, 5)	1
124	Bogue Road	Ramona Avenue	NW	5								
125	Bogue Road	Walton	NE	5								
<b>Total Sutter County Stops</b>			<b>3</b>			<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>1</b>

CITY OF MARYSVILLE

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
126	Yuba Co. Government Cent	I & 9th Streets**	SW	1/4/70/99				1		1	4 (#5, 6, 7, 8)	1
127	H Street	7th Street	SW	1/4								
128	H Street	7th Street	NE	1/4								
129	H Street	4th Street	NW	1/4		1				2		
130	H Street	Northbound Between 3rd & 4th	Midblock	1/4					1			
131	Third Street	F Street	SW	1/4		1						
132	H Street	11th Street	NW	4								
133	H Street	11th Street	NE	4								
134	H Street	14th Street	SW	4								
135	14th Street	H Street	SE	4								
136	14th Street	Ellis Lake Drive	SW	4		1						
137	14th Street	Ellis Lake Drive	NW	4					1			
138	B Street	3rd Street	NW	4			1					
139	B Street	3rd Street	NE	4			1					
140	B Street	6th Street	SW	4		1						
141	B Street	6th Street	NE	4		1						
142	B Street	9th Street	SW	4					1			
143	B Street	8th Street (Caltrans)	NE	4		1						
144	B Street	16th Street	NE	4		1						
145	B Street	16th Street	SW	4		1						
146	D Street	Second Street (Old Mervyn's)**	----	1/4				1				1

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
147	F Street	Second Street (Buttes Manor)	NE	1/4	1				1			
148	East 17th Street	Huston Street	NE	4								
149	East 17th Street	Huston Street	SE	4								
150	East 17th Street	Del Pero Street	NE	4								
151	East 17th Street	Del Pero Street	SW	4								
152	East 17th Street	Covillaud Street	SW	4								
153	East 17th Street	Covillaud Street	NE	4								
154	East 18th Street	Chestnut	SW	4					1			
155	Chestnut	East 18th Street	SE	4		1						
156	Ramirez Street	East 15th Street	NE	4								
157	Ramirez Street	East 15th Street	NW	4	1							
158	Ramirez Street	East 13th Street	NW	4	1							
159	Ramirez Street	East 12th Street	NE	4								
160	Ramirez Street	East 11th Street	NE	4A/B		1						
161	Yuba Street	12th Street (One-Stop)	SW	4A/B				1				
162	Ramirez Street	East 18th Street	NE	4	1							
163	Ramirez Street	East 18th Street	SW	4		1						
164	East 19th Street	Sampson Street	SW	4								
165	East 19th Street	Sampson Street	NE	4								
166	East 19th Street	Covillaud Street	NW	4		1				1		
167	Covillaud Street	East 19th Street	NE	4		1				1		
168	Covillaud Street	East 22nd Street	SE	4								
169	22nd Street	Covillaud Street	NE	4								
170	22nd Street	Huston Street	NE	4								
171	22nd Street	Huston Street	SW	4								
172	East 22nd Street	Hansen Street	SW	4		1				1		
173	Hansen Street	East 22nd Street	SE	4	1							
174	Hall Street	East 19th Street	NW	4								
175	Hall Street	East 19th Street	SE	4								
176	Sampson Street	East 16th Street	NE	4								
177	Sampson Street	East 16th Street	NW	4	1							
	<b>Total Marysville Stops</b>			<b>52</b>	<b>6</b>	<b>14</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>6</b>	<b>4</b>	<b>2</b>

COUNTY OF YUBA

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
178	North Beale Road	Rio Rancho Motel	SE	1/4	1							
179	North Beale Road	Feather River Blvd.	NW	1/4		1						
180	North Beale Road	Wal-Mart**	NW	1/3/4/6			4		2			1
181	North Beale Road	SouthSide**	SW	1/3/4/6			2		1			1
182	5730 Packard Avenue	Yuba County Buildings	NE	4A/B				1		1		
183	North Beale Road	Lowe Avenue	SE	1/3/6	1							
184	North Beale Road	Lowe Avenue**	NE	1/3/6				1				1
185	North Beale Road	Park Avenue	SE	1/3/6	1							
186	North Beale Road	between Alpine and Park	NW	1/3/6	1							
187	North Beale Road	Albrecht Avenue	SE	1/3	1							
188	North Beale Road	Albrecht Avenue	NW	1/3								
189	North Beale Road	Woodland Drive	SE	1/3		1						
190	North Beale Road	Woodland Drive	NE	1/3		1		1				1
191	Yuba College Terminal*	East Parking Lot**	----	1/3/6			3	2				1
192	North Beale Road	College View Drive	SE	6						1		
193	North Beale Road	College View Drive	NW	6		1				1		
194	Alberta Avenue	North Beale Road	NE	6		1				1		
195	Alberta Ave.	North Beale Road	NW	6		1						
196	Alberta Ave.	Hammonton-Smartville Road	SE	6								
197	Alberta Ave.	Hammonton-Smartville Road	SW	6								
198	Hammonton-Smartville Rd.	Dunning Avenue	NW	6	1					1		
199	Hammonton-Smartville Rd.	Dunning Avenue	SE	6	1							
200	Hammonton-Smartville Rd.	Farrell	SW	6		1						
201	Hammonton-Smartville Roa	Mapes Way	NE	6	1							
202	Hammonton-Smartville Roa	Hile Avenue	SW	6	1							
203	Hammonton-Smartville Roa	North Beale Road	NE	6								
204	North Beale Road	Hammonton-Smartville Road	SE	1/3								
205	Feather River Blvd.	North Beale Road**	NW	3/6					1			1
206	Feather River Blvd.	Arboga Road	SW	6			1					
207	Feather River Blvd.	Arboga Road	NW	6								
208	Feather River Blvd.	Alicia Avenue	SE	6		1				1		

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
209	Feather River Blvd.	Alicia Avenue (Clover Leaf)	NE	6	1					1		
210	Feather River Blvd.	Riverside	NW	6								
211	Feather River Blvd.	Riverside	SE	6	1							
212	Feather River Blvd.	Island	NW	6								
213	Feather River Blvd.	Island	NE	6	1							
214	Grand	Island	NE	6								
215	Grand	Island	NW	6								
216	Grand Avenue	Alicia Avenue	SW	6						1		
217	Grand Avenue	Alicia Avenue	SE	6						1		
218	Alicia	Pasado Road	NW	6								
219	Pasado Road	Alicia Avenue	NE	6								
220	Pasado Road	Arboga Road	NW	6	1							
221	Pasado Road	Arboga Road	SW	6	1							
222	Arboga Road	Grand Avenue	SE	3						1		
223	Arboga Road	Grand Avenue	SW	3	1					1		
224	5585 Arboga Road	----	SW	3								
225	5594 Arboga Road	----	NW	3								
226	Arboga Road	Pasado Road	NW	3								
227	Arboga Road	Pasado Road	NE	3								
228	Edgewater	Rupert	NE	6	1							
229	Edgewater	Oakwood	NE	6		1				1		
230	Edgewater	Riverbank	SW	6	1							
231	Erle	Ravine Ct. Pedestrian Access	NW	6		1						
232	Arboga Road	Jay	NW	3	1							
233	Arboga Road	Jay	SE	3	1							
234	Arboga Road	Feather River Blvd.	SE	3	1							
235	Arboga Road	Feather River Blvd.	SW	3	1							
236	Chestnut Road	Catalpa Street	SW	3	1							
237	Chestnut Road	Catalpa Street	NE	3	1							
238	Chestnut Road	2nd Avenue	SW	3	1							
239	Chestnut Road	2nd Avenue	NE	3	1							
240	Olivehurst Ave	Chestnut Rd	NW	3		1				1		
241	Chestnut Road	Olivehurst Avenue	SW	3						1		

#	STREET	CROSS STREET	CORNER	ROUTES	SIMME SEAT	AD BENCH	NON-AD BENCH	NON-AD SHELTER	AD SHELTER	SCHEDULE	LOCKERS	GARAGE
242	Olivehurst Avenue*	6th Avenue	SE	3				1				1
243	Olivehurst Avenue	6th Avenue**	SW	3		1				1		
244	Olivehurst Avenue	7th Avenue	NW	3			1					
245	Olivehurst Avenue	7th Avenue**	NE	3		1				1		1
246	Olivehurst Avenue	9th Avenue	SW	3								
247	Olivehurst Avenue	9th Avenue	NE	3								
248	Olivehurst Avenue	11th Avenue	NW	3								
249	Olivehurst Avenue	11th Avenue	NE	3								
250	Olivehurst Avenue	Clarice Avenue	SW	3		1						
251	Olivehurst Avenue	14th Avenue	SE	3								
252	Olivehurst Avenue	Beverly Avenue	NE	3								
253	Olivehurst Avenue	Bellis Court	SW	3		1						
254	McGowan Parkway	Ardmore Avenue	SE	3		1						
255	McGowan Parkway	Ardmore Avenue	NE	3						1		
256	McGowan Parkway	George Avenue	SE	3	1							
257	McGowan Parkway	George Avenue	NE	3								
258	Evelyn Drive	Martel Drive (Johnson Park)	SE	3					1			1
259	McGowan Park and Ride**	McGowan & Power Line Rd.	NE	70				1			2 (#11,12)	1
260	Plumas Lake Park & Ride**	Feather River & Challice Creek	NW	70				1			2 (#9,10)	
	<b>Total Yuba County Stops</b>			<b>83</b>	<b>26</b>	<b>16</b>	<b>11</b>	<b>9</b>	<b>4</b>	<b>17</b>	<b>4</b>	<b>10</b>

