



PLACER COUNTY
TRANSPORTATION
PLANNING AGENCY

REQUEST FOR PROPOSAL FOR CONSULTING SERVICES

**I-80/SR 65 INTERCHANGE
TRUCK CHARGING FEASIBILITY STUDY AND PA&ED**

The Placer County Transportation Planning Agency (PCTPA) is seeking proposals to prepare a Feasibility Study that will identify and evaluate electric truck charging facilities in the vicinity of the I-80/SR 65 Interchange, and a Statement of Qualifications to prepare the Project Approval and Environmental Document (PA&ED) of the site(s) selected by PCTPA from the Feasibility Study.

This Request for Proposals (RFP) describes the project, outlines proposal requirements, lists the criteria that will be used to evaluate the proposals, and details the selection schedule.

Proposals using electronic format should be delivered to:

Placer County Transportation Planning Agency
Attn: Rick Carter, Deputy Executive Director
rcarter@pctpa.net
299 Nevada Street
Auburn, CA 95603

No later than 4:00 p.m. on Tuesday, February 14, 2023

This deadline is firm. Late, or faxed proposals will not be accepted. Interviews may be scheduled for the week of March 6, 2023.

Questions should be addressed to Rick Carter, Deputy Executive Director
530.823.4033 -- rcarter@pctpa.net

REQUEST FOR PROPOSAL I-80/SR 65 INTERCHANGE TRUCK CHARGING FEASIBILITY STUDY AND PA&ED

Qualified firms are invited to submit a proposal to provide services to complete a Truck Charging Feasibility Study at the I-80/SR 65 Interchange and Project Approval and Environmental Document of selected site(s).

I. PROJECT SUMMARY & NEED FOR STUDY

PCTPA is managing an existing project to reconstruct the I-80/SR65 interchange to reduce congestion, improve traffic operations and enhance safety. PCTPA seeks to add public electric truck charging facilities at or near the interchange to support zero emission freight and reduce green-house gas emissions.

In June 2009, Caltrans completed the “Project Study Report – I-80/SR 65 Interchange Modification”, available here: http://8065interchange.org/documents/80-65_PSR.pdf. The PSR identifies a number of proposed revisions including replacement of the eastbound I-80 to northbound SR 65 loop-connector with a flyover connector as part of Phase 2.

Both federal and state environmental approvals were secured in September 2016, which included Phases 1, 2, and 3. The PA&ED and other documents are posted at: <http://8065interchange.org/background/>. Construction of the Phase 1 improvements were completed in September 2019. Design on Phase 2 and 3 has not been initiated. PCTPA is seeking additional funding to complete this work.

The I-80 corridor has been identified by the state as a Priority Alternative Fuel Corridor. I-80 is a major east-west corridor and handles a large volume of freight traffic. PCTPA seeks a study to identify and evaluate sights near the 80/65 interchange to support a light and medium duty truck fast charging facility, and also to evaluate the feasibility of heavy-duty truck fast charging and hydrogen fueling within the space currently occupied by the eastbound I-80 to northbound SR65 loop ramp. The study would serve multiple needs. It would support near term grant funding applications for charging facilities in the area and assist with planning for future hydrogen facilities. It would also form the basis of efforts for PA&ED of the heavy-duty location within the interchange footprint. **This RFP covers the Feasibility Study and PA&ED for the project.** It is expected that PS&E and ROW services will be part of a future RFP, as appropriate, as funding becomes available.

II. SERVICES REQUESTED

PCTPA intends to retain a qualified firm/team to provide the Feasibility Study to identify and evaluate light and medium duty truck charging sites, evaluate the heavy-duty truck charging and hydrogen fueling site, and complete PA&ED work for the site(s) that are selected by PCTPA from the results of the Feasibility Study. The selected team will work closely with PCTPA and electric utilities within Placer County; and include local jurisdictions and Caltrans as needed.

FEASIBILITY STUDY

Task 1: Project management

The consultant shall perform project management, including but not limited to: Organizing regular project team meetings; recording meeting minutes and action items; communicating with PCTPA, local electric utilities and other project team members; keeping records; and invoicing.

Task 2 Truck Charging/Hydrogen Fueling Demand

Identify truck charging and hydrogen fueling demand. The analysis shall include, but not be limited to:

- Estimate the volume of light and medium duty trucks operating in the corridor in year 2028 and 2050. Estimate the demand for light and medium duty truck charging and the quantity and charging level of truck chargers necessary to service that demand. Estimate the electric service requirements to support this demand. Estimate to include the total project demand (in MVA), as well as quantity, type (L2 or L3) and size of chargers (in kW).
- Estimate the volume of heavy-duty trucks operating in the corridor in year 2028 (the assumed opening year) and 2050. Estimate the demand for heavy-duty truck charging and the quantity and charging level of truck chargers necessary to service that demand. Estimate the electric service requirement to support this demand.
- Estimate the demand for hydrogen fueling as an alternative to electricity for heavy-duty trucks.
- Any other pertinent criteria identified by the consultant.

Task 3 Light and Medium Duty Charging Site Analysis

Identify potential light and medium duty charging facility sites and provide a High-Level Screening Analysis of the sites. Sites shall include the Taylor Road Park and Ride lot near Eureka. High-Level Screening Analysis shall include, but not be limited to:

- Estimated quantity of chargers that may be accommodated at the site and how that relates to the anticipated demand
- Availability (grid capacity) and budgetary estimate to provide power to the site. Include estimated timeframe to complete any necessary improvements. If multiple electric service providers to the site exist, provide this information for all.
- Identifying access routes to/from the site from I-80 and SR65 and any traffic related impacts/challenges
- Pros and cons (including general plan, zoning compatibility) to develop the site and relative cost to acquire the site
- Community, geotechnical and environmental attributes (hazardous materials) and environmental impacts associated with the site
- Any other pertinent criteria identified by the consultant.
- A screening matrix of the sites, including consultant's recommendation of sites for detailed analysis

Following the High-Level Screening Analysis, up to 3 sites will be selected by PCTPA for a Detailed-Level Analysis. The Detailed-level Analysis shall include, but not be limited to:

- A site layout including the quantity and type of chargers and site ingress/egress. Identify how well the site serves the anticipated charging demand
- Detailed estimate of the cost to provide power to the site
- Estimated cost to acquire and improve the site/install the charging system
- Community and environmental impacts associated with the site
- Identifying access routes to/from the site from I-80 and SR65 and any traffic related impacts/challenges
- Pros and cons related to the site
- Phase 1 Environmental hazards review of the site(s)
- Any other pertinent criteria identified by the consultant.

Task 4 Heavy Duty Charging Site Analysis

Provide a Detailed-level Analysis of heavy-duty truck parking/charging at the loop ramp site. The Detailed-level Analysis shall include, but not be limited to:

- A detailed site layout showing both tractor-trailer parking, and the quantity and type of heavy duty chargers.
- Detailed layout plan showing site ingress/egress in relation to the Phase 2 Interchange plan and how it conforms to Caltrans design standards
- Identify how well the site serves the anticipated charging demand
- Availability and detailed estimate of cost to provide power to the site. Include estimated timeframe to complete any necessary improvements. If multiple electric service providers for the site exist, provide this information for all.
- Access routes to/from the site from I-80 and SR65 and any traffic related impacts/challenges
- A high-level site layout showing hydrogen fuel storage and dispensing and an analysis of how hydrogen fueling could be incorporated at the site in the future
- Community and environmental impacts associated with the site
- Estimated cost to improve the site/install the charging system
- Any challenges related to a charging site within state right of way
- Pros and cons related to the site
- Phase 1 environmental hazards review of the site(s)
- Any other criteria identified by the consultant.

Task 5 Feasibility Study Final Report

The consultant shall prepare a report summarizing the analysis. The report shall include, but not be limited to the following:

- EV Charging/Hydrogen Fueling Demand Technical Analysis
- Light and Medium Duty Charging Site High-Level Analysis including discussion of why sites were selected for detailed analysis
- Light and Medium Duty Charging Site Detailed-Level Analysis including recommendations of site(s) to be considered for environmental review
- Heavy- Duty Charging Site Detailed-Level Analysis
- Business Model Analysis documenting sustainability of the proposed facility - An analysis of expected operating model, operating costs and potential revenue generation from the charging stations, including the ability to attract end users to the

- site from surrounding area companies utilizing ongoing sustainable electric charging for light to medium duty truck charging. Any business model analysis needs to consider State laws including, but not limited to:
- 23 U.S.C. Sections 111, 137, 142, 156
 - CA Streets and Highway Code Section 731
 - CA Vehicle Code Section 22518
 - Federal Aid Highway Act 1956
- Consultant shall also provide an overview of different ownership models (private, private/public partnership, etc.), pros and cons, and their impact on costs to the facility owner.
 - An overview of available local, state, utility, and federal funding sources to support truck charging projects. Include a list of all possible funding opportunities for alternative fuel infrastructure in California. This list should include available funding amounts, matching requirements, eligibility requirements, and deadlines, if available.
 - Ancillary economic development attributes of location chosen – other supportive uses that would locate near a large-scale charging facility (restaurants, other services)
 - Analysis of the opportunities of providing connectivity of the proposed charging facility to the Highway 65 Corridor extending north to Beale Air Force Base, Marysville and Yuba County.

Task 6 Funding Assistance (Optional)

As requested by PCTPA, consultant shall assist in applying for applicable funding sources for future phases (PA&ED, PS&E, Construction, etc.) of the project.

STATEMENT OF QUALIFICATIONS FOR PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

The proposal shall include a Statement of Qualifications (SOQ) to complete PA&ED for truck charging site(s) that may be selected by PCTPA. Generally, the following PA&ED services are assumed to be required:

- Prepare a Project Study Report.
- Prepare a joint California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) environmental document, including all necessary technical studies. This work must meet all applicable CEQA/NEPA requirements and laws/regulations administered by applicable federal and state agencies.
- Prepare a Project Report.
- Consult with federal and state agencies to secure approvals and facilitate permitting.
- Conduct a comprehensive public outreach program to ensure the PA&ED process is open to and encourages public and stakeholder input.
- Complete detailed preliminary engineering and related activities in support of the environmental document.

III. PROPOSAL FORMAT & REQUIREMENTS

Please prepare the proposal in accordance with the following requirements. A concise, but complete and readable proposal is expected. Elaborate and/or lengthy submittals are not desired.

1. **Transmittal Letter.** The proposal shall be transmitted with a cover letter describing the team's interest and commitment to the proposed project. The letter shall also state the team's ability to comply with contract provisions as outlined in PCTPA's sample master agreement.

The letter shall state that the proposal will be valid for a 90-day period and should include the name, title, address, and phone number, e-mail address, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the team, and who may be contacted during the period of proposal evaluation.

Sections 2 through 8 of the proposal shall apply for the Feasibility Study.

2. **Project Understanding.** The proposal should demonstrate the team's understanding of the project, the consultant's role, including coordination with and approvals from PCTPA, local jurisdictions, and Caltrans, and other interested individuals/organizations.
3. **Approach & Management Plan.** This section shall provide the team's proposed approach for providing the Feasibility Study services. See Services Requested (Section II) for background.

Include an organization chart showing the relationships among consultant staff, PCTPA, Caltrans, and any other parties that may have an important role in the delivery of this project. The project manager and key team members must be identified on an organization chart. Key team members are expected to be committed for the duration of the project. Replacement of key members will not be permitted without prior consultation with and approval of PCTPA. Provide resumes and references of related project work for any key team members in an appendix.

4. **Statement of Qualifications** of both the consultant and consultant teams who will perform the services. Include an organization chart showing the relationships among consultant staff, PCTPA, Caltrans, and any other parties that may have an important role in the delivery of this project. The project manager and key team members must be identified on an organization chart. Provide resumes and references of related project work for any key team members in an appendix
5. **Reference Projects:** Provide at least three (3) reference projects of similar work that has been performed by the consultant or consultant team and a description of the work performed. Information for each reference must include customer name and address, point of contact (name, telephone number, email) for contractual/administrative matters and technical performance, period of contract performance.
6. **Work Plan and Project Schedule.** Outline a work plan and schedule to complete the proposed project. The work plan should identify major tasks/subtasks and deliverables. The schedule should show the expected sequence of tasks/subtasks including the time to perform each one, milestones, submittal dates and review periods. Discuss the approach to complete the requested services on schedule and within budget.
7. **Staffing Plan and Cost Proposal.** A staffing plan (detailed by month and major task) and an estimate of the total hours (detailed by position) required for the preparation of the Feasibility Study. A detailed cost proposal shall be prepared. Costs shall be segregated to show hours for each staff person, rates, and classifications, and administrative overhead. Costs for each milestone or deliverable shall also be provided. If subcontractors are to be

used, the prospective contractor must indicate any markup that the prospective contractor plans to take on subcontracts. The same breakdown of subcontract costs shall be provided as is required for contractor costs above. Failure to provide detailed cost breakdowns will be cause for rejection of the proposal.

The final negotiated cost will be a “not-to-exceed” – establishing a maximum payment under contract.

8. **Other Information.** If the team wishes to provide information not specifically provided for in any other section, include that information in this section.

Sections 9-11 shall apply to the Statement of Qualifications for the PA&ED work.

Responses may not exceed 4 pages, excluding organizational chart, resumes and reference projects. SOQs and must include the following information:

9. **Project Understanding.** The proposal should demonstrate the team’s understanding of the PA&ED portion of the project, the consultant’s role, including coordination with and approvals from PCTPA, local jurisdictions, and Caltrans, and other interested individuals/organizations. The consultant should suggest how they would approach environmentally clearing the charging facilities considering the existing clearance for the interchange.
10. **Statement of Qualifications** of both the consultant and consultant teams who will perform the PA&ED services. Include an organization chart showing the relationships among consultant staff, PCTPA, Caltrans, and any other parties that may have an important role in the delivery of this project. The project manager and key team members must be identified on an organization chart. Provide resumes and references of related project work for any key team members in an appendix
11. **Reference Projects:** Provide at least three (3) reference projects of similar work that has been performed by the consultant or consultant team and a description of the work performed. Information for each reference must include customer name and address, point of contact (name, telephone number, email) for contractual/administrative matters and technical performance, period of contract performance.

IV. RFP Submittal

One (1) electronic cope of the proposal are due no later than –

Tuesday, February 14, 2023 by 4:00 p.m.
Files on USB drive may be mailed or hand delivered to:
PCTPA, 299 Nevada Street, Auburn, CA 95603.
Files may be emailed to Rick Carter at: rcarter@pctpa.net

Proposer assumes all risks related to delivery delays or failures, including those related to email, US Postal service, or common carriers. Mailed proposals must be received at PCTPA by 4:00 p.m. on February 14, 2023. Packages containing the proposals shall be clearly marked “**I-80/SR 65 Interchange Truck Charging Feasibility Study and PA&ED.**” The label must be marked clearly with the proposer’s name (including contact person), address, and telephone number. Late, or faxed proposals shall not be accepted.

V. PROPOSAL REVIEW, SELECTION AND WORK INITIATION

All proposals submitted in response to this request will be evaluated and ranked by a selection committee consisting of PCTPA and local electric utility staff. The selection committee will use the following criteria and relative weights:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Project Understanding	10
Approach and Management Plan	15
Statement of Qualifications	25
Reference Projects	15
Staffing Plan/Cost proposal	10
Statement of Qualifications for PA&ED	25
Total	100

Interviews may be conducted with the highest ranked firms. Negotiations will begin with the top-ranked firm. If agreement cannot be reached, then negotiations will proceed to the next most qualified team. PCTPA reserves the right to reject any or all proposals, or to waive minor irregularities.

The schedule for proposal review, consultant selection, and project work initiation is as follows:

Close RFP Question/Comment Period	January 24
Distribute RFP Clarifications (as required)	February 1
RFP Deadline	February 14
Conduct Interviews (as necessary)	Week of March 6th
Start Negotiations with Top-ranked Firms/Team	March 19
Request PCTPA Board Authorization to Award Contract	April 26

CONTACT PERSON

The staff contact for this project is:

Rick Carter, Deputy Executive Director
530.823.4033
RCarter@pctpa.net
Placer County Transportation Planning Agency (PCTPA)
299 Nevada Street
Auburn, CA 95603

Attachment A – Sample Master Agreement

**MASTER AGREEMENT BETWEEN
PLACER COUNTY TRANSPORTATION PLANNING AGENCY
AND
[INSERT NAME]**

THIS AGREEMENT (“Agreement” or “Contract”), is made and entered into as of this ____ day of _____, 20__, at _____, California, by and between the Placer County Transportation Planning Agency (hereinafter referred to as “PCTPA” or “Agency”), and _____ (hereinafter referred to as “Contractor” or “Consultant”).

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. PCTPA desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement, and
4. The federal government is not a party to this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. Employment of Contractor.
Contractor hereby agrees to perform services identified in letters of task agreement, submitted hereafter by PCTPA (hereinafter “Letters of Task Agreement”). Each Letter of Task Agreement shall specifically define and obligate the budget for services, the scope of services, and the expected term of the specified activity or project. All provisions of this Master Agreement shall be incorporated by reference into subsequent Letters of Task Agreement.
2. Scope of Services.
Contractor agrees to fully perform the work described in, and to abide by any additional terms and conditions set forth in, each fully executed Letter of Task Agreement. PCTPA reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement and Letter of Task Agreement. Any proposed amendment to the scope of services must be submitted by Contractor in writing for prior review and written approval by PCTPA’s Executive Director. Approval shall not be presumed unless such approval is made by PCTPA in writing.
3. Compliance with Laws and Incorporation of Federal and State Guidelines.
Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. Contractor warrants and represents to PCTPA that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by PCTPA. PCTPA is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

The terms of all relevant Federal and State grant provisions and guidelines, as presently written, bearing on this Agreement are hereby wholly incorporated by reference herein and made a part of this Agreement and take precedence over any inconsistent terms of this Agreement.

4. Term.
 - a. This Master Agreement shall go into effect on (**START DATE**), contingent upon approval by PCTPA, and Contractor shall commence work after notification to proceed by PCTPA’s Project Manager, pursuant to a Letter of Task Agreement. This Agreement shall end on (**END DATE**), unless extended by written amendment pursuant to Section 16 below.

- b. Contractor is advised that any recommendation for contract award is not binding on PCTPA until the contract is fully executed and approved by PCTPA.
- c. Time is of the essence in the performance of this contract, and production and delivery schedules set forth in each Letter of Task Agreement must be met.
5. Standard of Quality.
All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
6. Compensation.
a. Payment to the Contractor shall be made as set forth in each Letter of Task Agreement. The amount to be paid shall not exceed the amount specified in the applicable Letter of Task Agreement, which amount shall constitute full and complete compensation for the Contractor's services. In no instance shall PCTPA be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement and the applicable Letter of Task Agreement. The consideration to be paid Contractor, as provided in the applicable Letter of Task Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under the applicable Letter of Task Agreement, including travel and per diem, unless otherwise expressly so provided.
7. Reporting and Payment.
a. During the term of an operative Letter of Task Agreement, the Contractor shall submit to PCTPA, attention Executive Director, a requisition for payment and narrative progress report not more frequently than once monthly. Each requisition for payment shall refer to the Work Element referenced in the Letter of Task Agreement, and shall conform to the following: (1) be prepared on Contractor's letterhead; (2) be signed by Contractor's Project Manager; (3) contain a unique invoice number; (4) attach appropriate documentation; (5) invoice each work element/milestone separately; and (6) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices.
b. Contractor shall submit written requisitions for payment to PCTPA, and shall specify the time, date, personnel, and hours billed since the date of the preceding requisition for payment, if any, and shall indicate that it has satisfactorily performed the work and completed the percent of product for which payment is being requisitioned in conformance with the Letter of Task Agreement, and that it is therefore entitled to receive the amount so requisitioned under the terms of the agreement.
c. PCTPA shall pay the Contractor 90 percent (90%) of the amount invoiced until the Contract is completed to PCTPA's satisfaction, as required by the terms of the Letter of Task Agreement. Following final product acceptance by PCTPA, the final 10 percent (10%) of the contract amount will be released upon Contractor requisition for final contract payment.
d. Contractor shall establish and maintain separate account records for the fiscal activities of each Letter of Task Agreement. The requisitions for payment shall include documentation of reimbursable expenses and other invoiced items sufficient for PCTPA, in its opinion, to substantiate billings. PCTPA reserves the right to withhold payment of disputed amounts.
e. Contractor's accounting system shall conform to generally accepted accounting principles. Contractor's accounting records, together with supporting documents, shall be kept separate from other documents and records and shall be kept available for inspection by PCTPA and other authorized agencies during the period of performance of the contract, and for three (3) years after PCTPA makes final payments, and all other pending matters are closed.
f. In the event that any of the expenses for which PCTPA reimburses the Contractor are later disallowed pursuant to Section 28, Contractor expressly agrees to reimburse PCTPA an amount equal to that disallowed. PCTPA agrees to assert any appeal for a disallowed expense on behalf of Contractor.
8. Rebudgeting of Funds.
Prompt notification and approval by PCTPA of all rebudgeting in excess of \$1,000 is required. Such notification may be accomplished by submission of a revised copy of the budget forms. Approval of minor adjustments to an approved budget is not required. A minor adjustment will constitute reallocation of the dollar sum of \$1,000 or less.
9. Data to be Furnished by Contractor.
Whenever information that Contractor previously provided to PCTPA in its response to the request for proposals (RFP) or set-forth in this Agreement is no longer complete, accurate, or up-to-date, Contractor shall notify PCTPA, attention Executive Director, and provide PCTPA the most current information regarding:

- a. The Contractor's name, local address, telephone number, and contact person.
 - b. A general description of the Contractor's services.
 - c. The names and titles of the individuals who can provide the planning and support services provided to PCTPA.
 - d. A description of the work performed and the skills and training of the individuals so named, including a current resume for each individual.
 - e. The hourly billing rates and charges for the individuals named.
 - f. Contractor's Affidavit of Disadvantaged Business Enterprise (if applicable).
10. Submission of Reports.
 - a. All reports specified in a Letter of Task Agreement must be submitted to PCTPA in draft form for review, to the attention of the Executive Director. In the absence of an express, written statement of dissatisfaction within thirty (30) working days, any draft report submitted will be deemed satisfactory.
 - b. No final report shall be prepared in form for publication prior to approval by PCTPA.
11. Personnel.
 - a. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under a Letter of Task Agreement.
 - b. During periods in which Contractor's personnel may be physically housed at PCTPA while performing services under a Letter of Task Agreement, PCTPA may be responsible for administrative support and overhead expenses associated with such personnel, if agreed to in the applicable Letter of Task Agreement. During periods in which Contractor's personnel are not physically housed at PCTPA, Contractor shall be responsible for their administrative support and overhead expenses.
 - c. All of the services required under a Letter of Task Agreement shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
12. Independent Contractor.

The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of PCTPA. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit PCTPA to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.
13. Contractors and Subcontractors.

Contractor shall not subcontract any portion of the work without the prior express written authorization of PCTPA. If PCTPA consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

 - a. PCTPA reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Nothing contained in this Agreement or otherwise, shall create any contractual relation between PCTPA and any subcontractor, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to PCTPA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from PCTPA's obligation to make payments to the Contractor.
 - c. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by PCTPA's Project Manager, except that which is expressly identified in the approved Cost Proposal.
 - d. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Contractor by PCTPA.
 - e. Any contract or sub-contract shall contain the same applicable provisions of this Agreement, and shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, Maintain at least the minimum

- State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (2) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (3) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three(3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (4) Permit PCTPA and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (5) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 42, Disadvantaged Business Enterprise Participation.
- f. Any substitution of subcontractors must be approved in writing by PCTPA's Project Manager prior to the start of work by the subcontractors.

14. Prohibition Against Contingent Fees.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, PCTPA shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. Termination.

- a. PCTPA reserves the right to terminate this Agreement or any Letter of Task Agreement upon thirty (30) calendar days written notice to Contractor with any reason or no reason for termination stated in the notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 36.
- b. PCTPA may terminate this Agreement with Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, PCTPA may proceed with the work in any manner deemed proper by PCTPA. If PCTPA terminates this Agreement with Contractor, PCTPA shall pay Contractor the sum due to Contractor under this Agreement prior to Contractor's failure to perform, unless the cost of completion to PCTPA exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. The maximum amount for which the PCTPA shall be liable if this contract is terminated is [insert total contract NTE amount] Dollar (\$ _____).
- d. If PCTPA issues a notice of termination:
 - (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
 - (2) Contractor shall deliver to PCTPA copies of all Writings prepared by the Contractor under the Letter of Task Agreement, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
 - (3) PCTPA shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Sections 6 and 7, less any compensation to PCTPA for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 7. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then PCTPA shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to PCTPA.

16. Contract Amendments.
PCTPA may, from time to time, require changes in the Agreement, including changes to the scope of the services of the Contractor to be performed pursuant to a Letter of Task Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between PCTPA and the Contractor, shall be incorporated in written amendments to the Letter of Task Agreement. No oral understanding or agreement not placed in writing shall be binding on any of the parties hereto. Amendments inconsistent with the provisions and intent of this Agreement are invalid.
17. Conflict of Interest.
a. Contractor shall disclose any financial, business, or other relationship with PCTPA that may have an impact upon the outcome of this Agreement, or any ensuing PCTPA construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing PCTPA construction project, which will follow.
b. Contractor hereby certifies that no employee of Contractor or any subcontractor, has, nor shall it acquire, any past, ongoing, or potential financial or business interest that would conflict with the performance of services under this Agreement. Contractor and any subcontractors shall exercise reasonable care and diligence to prevent any actions or conditions that could be deemed a conflict of interest under the Fair Political Practices Act or California Government Code section 1090, and following, or other law. During the term of this Agreement, the Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with PCTPA or in any way compromise the services to be performed under this Agreement.
c. Contractor shall immediately notify PCTPA of any and all potential violations of this paragraph upon becoming aware of the potential violation.
d. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.
18. Political Reform Act Compliance.
The Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). The Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by PCTPA, as provided for in the Conflict of Interest Code for PCTPA, shall promptly file economic disclosure statements for the disclosure categories determined by PCTPA, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
19. National Labor Relations Board Certification.
Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).
20. Americans with Disabilities Act (ADA) of 1990.
By signing this Agreement, Contractor assures PCTPA that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Contractor also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.
21. Drug-Free Certification.
By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about:
(1) The dangers of drug abuse in the workplace;
(2) The person's or the organization'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.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

22. Union Organizing.

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.

23. Campaign Contribution Disclosure.

Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit A.

24. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors, assigns, or other representatives. The Contractor shall not assign or delegate any interest in this Agreement or a Letter of Task Agreement, and shall not transfer any interest in the same, without the prior written consent of PCTPA.

25. Disclosure of Information.

Contractor acknowledges that PCTPA is a public agency subject to public disclosure laws and may reveal information concerning this Agreement and the project described in a Letter of Task Agreement in accordance with the California Public Records Act, the Freedom of Information Act, 5 USC 552, and other applicable law. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

26. Minimum Insurance Requirements.

Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage as outlined below:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability	\$1,000,000 per claim and \$2,000,000 in aggregate

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by PCTPA.

b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects PCTPA, its directors, officers, employees and agents. Any insurance or self-insurance maintained by PCTPA, its directors, officers, employees or agents shall be in

- excess of Consultant's insurance and shall not contribute to it.
- (2) Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to PCTPA, its directors, officers, employees or agents.
 - (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to PCTPA.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by PCTPA.
- d. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to PCTPA an original Certificate of Insurance on a standard ACORD form, or other form acceptable to PCTPA, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to PCTPA of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "PCTPA and its directors, officers, agents, employees, and volunteers are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by PCTPA, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude PCTPA from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

27. Notice of Assistance Regarding Patent and Copyrights Infringement.

The Contractor agrees to report to PCTPA and other appropriate state and federal agencies promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of a Letter of Task Agreement of which the Contractor has knowledge. In the event of any claim or suit against PCTPA and other appropriate state and federal agencies on account of any alleged patent or copyright infringement arising out of the performance of a Letter of Task Agreement or out of the use of any supplies furnished or work or services performed thereunder, the Contractor agrees to furnish to PCTPA and other appropriate state and federal agencies, when requested by PCTPA and all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of PCTPA and other appropriate state and federal agencies except where the Contractor has agreed to indemnify PCTPA and other appropriate state and federal agencies.

28. Retention of Records and Audit Procedures.

- a. PCTPA or its designee, including but not limited to any State or Federal agency, shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code 8546.7.
- b. If so directed by PCTPA upon expiration of this Agreement, the Contractor shall cause all Records to be delivered to PCTPA as depository.
- c. Contractor and its subcontractors agree to cooperate with the State and PCTPA by making all appropriate and relevant project Records available for audit, inspection, and/or copying by the State, the California State Auditor, or any duly authorized representative of the State or Federal government. Such Records shall be available at all reasonable times during the term of this Agreement and for three (3) years from the date of submission of the final expenditure report to any applicable State or federal agency.
- d. For the purpose of determining compliance with Public Contract Code 10115, et seq., and Title 21, California Code of Regulations, Chapter 21, Section 2500, et seq., (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Contractor, subcontractors, and PCTPA shall maintain and make available for inspection all Records, and other

evidence pertaining to the performance of the contract including, but not limited to, the costs of administering the Agreement.

- (1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the Agreement. The State, State Auditor, PCTPA, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers that are pertinent to the Agreement, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- (2) Subcontracts in excess of \$10,000 shall contain this entire Section 28.

e. Audit Review Procedures:

- (1) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by PCTPA's Chief Executive Officer.
- (2) Not later than 30 days after issuance of the final audit report, Contractor may request a review by PCTPA's Chief Executive Officer of unresolved audit issues. The Contractor's request for review will be submitted in writing.
- (3) Neither the pendency of a dispute nor its consideration by PCTPA will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.
- (4) Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit workpaper review. If selected for audit or review, the Agreement, cost proposal, ICR and related workpapers, if applicable, will be reviewed to verify compliance with applicable laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure Federal, State, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Contractor and approved by PCTPA to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by PCTPA at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

29. Compliance with Non-Discrimination and Equal Employment Opportunity Laws

It is Agency's policy to comply with state and applicable federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 et seq., and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and other California State discrimination laws and regulations. The Agency does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. The Agency prohibits discrimination by its employees, contractors and consultants.

Contractor and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.), as well as Title 2, California Administrative Code, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor will include the non-discrimination and equal employment opportunity provisions of this section in all contracts to perform work funded under this Agreement.

30. Governing Law and Forum.

Any dispute not resolved by informal negotiation between the parties to this contract shall be adjudicated in the Superior Court of Placer County. This Agreement shall be administered and interpreted under the laws of the State of California.

31. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

32. Indemnification.

Contractor specifically agrees to indemnify, defend, and hold harmless Agency, its directors, officers, members, agents, and employees, from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities arising out of or in any way connected with the performance of this Agreement and arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall pay all costs and expenses that may be incurred by Agency in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

33. Ownership of Documents; Permission.

a. Contractor agrees that all work products, including, but not limited to, original documents, methodological explanations, computer programs, drawings, designs, reports and other written materials generated in the performance of this Agreement shall belong to and become the sole property of PCTPA; provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to PCTPA upon request.

b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) PCTPA is free to use, reuse, publish or otherwise deal with all such materials or work products. Consultant shall defend, indemnify and hold harmless PCTPA and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

35. Integration.

This Agreement represents the entire understanding of PCTPA and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in accordance with Section 16.

36. Notices and Project Managers.

Any notice or notices required or permitted to be given pursuant to this Contract or a Letter of Task Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Matt Click, Executive Director
Placer County Transportation Planning Agency
299 Nevada Street
Auburn, California 95603

[CONSULTANT NAME]

[Firm Name]

[ADDRESS]

37. Authority.

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or

she has the authority to bind that party to the terms and conditions of this Agreement.

38. Force Majeure.
Neither PCTPA nor Contractor shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, or any similar cause beyond the reasonable control of PCTPA or Contractor.
39. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures
40. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of PCTPA to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of PCTPA to enforce these provisions.
41. Litigation: Contractor shall notify PCTPA immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or PCTPA, and shall take such action with respect to the claim or
42. Rebates, Kickbacks, or Other Unlawful Consideration: Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any PCTPA employee. For breach or violation of this warranty, PCTPA shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
43. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
 - a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
44. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of PCTPA's Project Manager and Technical Advisory Committee (TAC). This Committee may consider the written information or additional verbal information submitted by Contractor at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Contractor disputes the Committee's determination, Contractor may request review by PCTPA's Executive Director of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Contractor's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Contractor from full and timely performance in accordance with this Agreement.
45. Confidentiality of Data:
 - a. All financial, statistical, personal, technical, or other data and information relative to PCTPA's operations, which are designated confidential by PCTPA and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
 - b. Permission to disclose information on one occasion, or public hearing held by PCTPA relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

**EXHIBIT A
LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current board members, and **their alternates**, of the Placer County Transportation Planning Agency (PCTPA) Board are: **[UPDATE AND INSERT ALTERNATES]**

Alice Dowden Calvillo (Loomis Rep)	Bruce Houdesheldt Paul Joiner
Ken Broadway Trinity Burruss	Dan Wilkins Suzanne Jones
Jim Holmes	Bonnie Gore

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any PCTPA Boardmember(s) in the twelve (12) months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Boardmember(s) _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any PCTPA Boardmember(s) in the twelve (12) months following the award of the contract?

YES NO

If yes, please identify the Boardmember(s) _____

Answering yes to either of the two questions above does not preclude PCTPA from awarding a contract to your firm. It does, however, preclude the identified Boardmember(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)