

ATTACHMENT F TO 2026 FSP RFP SAMPLE CONTRACTOR SERVICES AGREEMENT

The awarded contract will be substantially similar to the sample agreement set forth below. Proposers should review the sample agreement carefully. The proposal transmittal letter shall confirm the Contractor's ability to comply with all contract provisions or identify any provisions requiring discussion during contract negotiations.

CONTRACTOR SERVICES AGREEMENT

between

Placer County Transportation Planning Agency

2260 Douglas Blvd., Suite 130, Roseville, California 95661

(hereinafter "PCTPA")

and

[CONTRACTOR NAME AND ADDRESS]

(hereinafter "Contractor")

Term: January 1, 2027 – December 31, 2029

for

PLACER COUNTY FREEWAY SERVICE PATROL

on

[BEAT NUMBER AND DESCRIPTION]

RECITALS

WHEREAS, PCTPA was created as a local area planning agency to provide regional transportation planning for the area of Placer County, exclusive of the Lake Tahoe Basin, pursuant to California Government Code, Title 7.91, Section 67910; and

WHEREAS, PCTPA is the designated regional transportation planning agency for Placer County, exclusive of the Lake Tahoe Basin, pursuant to California Government Code Section 29532.1(c); and

WHEREAS, PCTPA, the California Department of Transportation, and the California Highway Patrol are parties to a Memorandum of Understanding Regarding Operations of a Freeway Service Patrol Program (2006) for Placer County; and

WHEREAS, PCTPA's responsibilities identified in the aforementioned Memorandum of Understanding include developing, advertising, awarding, and administering the Freeway Service Patrol (FSP) contract(s) for the Placer County FSP program; and

WHEREAS, PCTPA requires the services of a Contractor to provide the FSP services described in this Agreement; and

WHEREAS, PCTPA has determined that Contractor is best qualified to perform the required FSP services; and

WHEREAS, Contractor represents that it is specially trained and has the experience and expertise necessary to competently perform the services set forth herein;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1.0 SCOPE OF SERVICES AND STANDARD OPERATING GUIDELINES

Contractor will perform Freeway Service Patrol (FSP) services as set forth in Exhibit A – Placer County Freeway Service Patrol Scope of Services, and in accordance with the California Highway Patrol's Valley Division Freeway Service Patrol Standard Operating Guidelines, January 2026, or later. All tow vehicles used in the performance of this Agreement shall meet the minimum equipment specifications set forth in Attachment A-2 – Tow Truck Vehicle Specifications. All services performed under this Agreement shall meet the standard of quality ordinarily expected of a competent Freeway Service Patrol tow contractor. In the event of any inconsistency between Exhibit A and other terms and conditions of this Agreement, Exhibit A shall control.

2.0 PERIOD OF PERFORMANCE

The period of performance shall be from January 1, 2027 through December 31, 2029. PCTPA and Contractor may execute up to two (2) one-year extensions of the Agreement based on available funding and satisfactory performance of Agreement services.

3.0 PAYMENT

A. Subject to the provisions set forth below, for services satisfactorily performed hereunder, PCTPA shall pay Contractor on an all-inclusive hourly rate basis. PCTPA reserves the right to withhold payment of disputed amounts, as well as any penalties or fines assessed against Contractor pursuant to Section 14.0 of this Agreement.

B. PCTPA shall not be obligated to pay costs that exceed the hourly rate agreed upon herein, and the total amount paid to Contractor shall not exceed \$[AMOUNT] per year. However, in the event of a funding shortfall, as determined by PCTPA, PCTPA shall have the right to unilaterally amend this not-to-exceed amount for any year.

C. For its performance of services, Contractor shall be paid at the rate specified below:

Service	Hourly Service Rate (HSR)
FSP Services, per patrolling tow truck (Monday – Friday)	\$[BIDDER TO COMPLETE]

The rates above shall be based on the Cost Proposal Form submitted by Contractor as part of its proposal, attached hereto as Exhibit B.

D. It is understood by both parties that FSP in Placer County is funded through state and federal grant funding. Should state or federal grant funding be eliminated, reduced, or increased, PCTPA has the right to cancel or renegotiate the terms of this Agreement with Contractor at any time.

E. Fuel Cost Adjustment: For the purposes of this Agreement, the anchor price of diesel fuel is \$4.00 to \$5.99 per gallon based on fuel price environment at the time of contract award. In the event the previous quarter's average retail price of diesel fuel in California falls below \$4.00 per gallon or rises above \$5.99 per gallon, Contractor shall use the rate table in Exhibit B to determine the applicable hourly rate adjustment based on the average retail price of diesel fuel as reported by the U.S. Energy Information Administration (EIA) – California No. 2 Diesel Retail Prices (https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm). Reviews of the average retail price of diesel in California shall occur quarterly throughout the term of this Agreement. Exhibit B of this Agreement details the adjusted hourly rate for each fuel cost range, factoring in Cost of Living Adjustment for Years 2 and 3 of the Agreement per Section 3F. The calculation of the hourly rate for each fuel cost range is summarized in the table below.

PLACER COUNTY FSP — FUEL COST ADJUSTMENT RATE TABLE	
<i>EIA Source: California No. 2 Diesel Retail Prices — Reviewed Quarterly</i>	
EIA Diesel Price (\$/gallon)	Hourly Rate
Under \$3.00	[HSR] - \$2/hour
\$3.00-\$3.99	[HSR] - \$1/hour
\$4.00 – \$5.99	[HSR] ★ Anchor
\$6.00 – \$6.99	[HSR] + \$3/hour
\$7.00 – \$7.99	[HSR] + \$6/hour
\$8.00 – \$8.99	[HSR] + \$9/hour
\$9.00 – \$9.99	[HSR] + \$12/hour

Note: [HSR] = Contractor's Hourly Service Rate per Section 3.0(C). Rates reviewed quarterly based on prior quarter EIA average.

F. Cost of Living Adjustment. The designated HSR per Subdivision (C) above shall be adjusted annually according to the State of California Consumer Price Index (CPI) with a maximum adjustment of two percent (2%) for work performed starting January 1, 2027 and each subsequent contract year. Upon contract extension, if applicable, the then-current designated HSR shall be increased by the State of California CPI applied to the rate in effect at the time of extension, with a maximum of two percent (2%) for the amended period of performance.

G. Overtime Hours. Contractor shall only work overtime hours upon prior approval from CHP and PCTPA. PCTPA will reimburse Contractor for overtime work at the standard hourly rate identified in Section 3.0(C) plus fifty percent (50%) of the State of California minimum wage, specified in the Scope of Services, paid in quarter-hour increments.

H. The total amount set forth above will cover and include all applicable labor surcharges such as taxes, insurance, and fringe benefits, as well as equipment (including items purchased on behalf of PCTPA), supplies, tools, indirect costs, overhead, general and administrative expenses, and profit.

I. PCTPA shall pay Contractor for the services satisfactorily performed hereunder an amount as calculated above and invoiced to PCTPA not more often than monthly. All invoices shall be submitted to PCTPA and supported by documentation from CHP dispatch, completed timesheets, or other proof as may be reasonably required by PCTPA. Payment of the approved portion of such invoice shall be made to Contractor by PCTPA within thirty (30) calendar days following receipt. Errors in billing will be resolved by PCTPA, CHP, Caltrans, and Contractor within ten (10) working days of receipt of invoice.

J. Contractor shall not be compensated for any hours not worked, including the 45-minute grace period that a contractually required truck is not in service, and further if no suitable back-up truck is deployed after the 45-minute grace period.

K. Fines. Contractor shall be fined at the hourly Agreement rate, plus one-half of the hourly Agreement rate whenever a contracted FSP truck is removed from service or is otherwise unavailable for service and no suitable back-up truck is deployed after the 45-minute grace period. Other fines for violations listed in Section 14.0 shall also be subtracted from Contractor's payments.

L. Records and Audit. Contractor shall permit authorized representatives of PCTPA and any other applicable government agency to inspect and audit all records of Contractor relating to its performance under this Agreement from the date of Agreement through and until expiration of three (3) years after completion of the 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.

4.0 PCTPA REPRESENTATIVES

PCTPA's Executive Director shall be the Agency's designated representative for purposes of executing and administering the Agreement. PCTPA shall designate a Contract Manager who shall be responsible for managing all technical aspects related to the performance of this Agreement, serving as the primary day-to-day contact for the Contractor. Contractor shall make such oral and written reports to the Contract Manager as may be requested.

5.0 ASSIGNMENT

The parties understand that PCTPA entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of PCTPA, this Agreement is not assignable by Contractor either in whole or in part.

6.0 AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

7.0 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. Any contract or sub-contract shall require the Contractor and its subcontractors, if any, to: (1) comply with applicable State and Federal requirements regarding labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, and applicable OMB cost principles; (2) maintain at least the minimum State-required Workers' Compensation Insurance; (3) maintain unemployment insurance and disability insurance as required by law; (4) 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 or conclusion of any audits or litigation, whichever is later; (5) permit PCTPA and/or its designees, upon reasonable notice, unrestricted access to all books, records, and documentation pertaining to performance of this Agreement; and (6) comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations regarding Disadvantaged Business Enterprise participation.

8.0 TERMINATION

A. Termination by PCTPA.

- PCTPA may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, either for PCTPA's convenience or because of the failure of Contractor to fulfill its Agreement obligations. Upon receipt of such notice, Contractor shall immediately discontinue all services and deliver to PCTPA all records and equipment owned by PCTPA relating to services provided before termination.
- If the termination is for the convenience of PCTPA, PCTPA shall pay Contractor the allowable costs incurred prior to the effective date of termination.
- If the termination is due to the failure of Contractor to fulfill its contract obligations, PCTPA may award a contract to a back-up contractor. In such case, Contractor shall be liable to PCTPA for any reasonable cost or damages occasioned to PCTPA thereby. Termination under this provision will be considered an adverse action against Contractor that may be considered in future FSP contract procurements.
- The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination by Contractor.

- Contractor may, with minimum 60 days written notice to PCTPA, terminate this Agreement in whole or in part. Upon termination, Contractor shall immediately discontinue all affected

services and deliver to PCTPA all records and equipment owned by PCTPA relating to services provided before termination.

- If the entire Agreement is terminated by Contractor, Contractor shall forfeit any and all performance guaranties remaining on deposit with PCTPA.
- PCTPA may award the remaining term of contracted work to another FSP contractor already under contract with PCTPA, or may solicit new bids for a replacement contract, whichever best meets the immediate and long-term needs of PCTPA and the local commuting public.
- Termination by Contractor will be considered an adverse action that may be considered in future FSP contract procurements. Where termination is determined by PCTPA to be without good cause, Contractor may be disqualified from FSP contract procurements for a period not to exceed sixty (60) months.

9.0 INDEPENDENT CONTRACTOR

In the performance of these services, Contractor, including Contractor's employees and agents, shall act as and be an independent contractor and not an agent or employee of PCTPA. Contractor, its employees, agents, and sub-contractors, shall have no power to bind or commit PCTPA to any decision or course of action, and shall not represent to any person or entity that they have such power. 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 other regulations governing such matters.

10.0 INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability Coverage (Form CG 001)
- Insurance Services Office form CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto)
- Employer's Liability Insurance
- On-Hook Insurance
- Umbrella Insurance
- Workers' Compensation insurance as required by the State of California, with a Waiver of Subrogation endorsement in favor of PCTPA

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Owned, Non-Owned, and Hired Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- On-Hook Liability: \$100,000 minimum coverage per accident for vehicles with GVWR of 10,000–20,000 lbs.
- Umbrella Insurance: \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
- Workers' Compensation insurance as required by the State of California, including a Waiver of Subrogation endorsement in favor of PCTPA.

C. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by PCTPA. At the option of PCTPA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects PCTPA and its subsidiaries, officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- PCTPA, CHP, Caltrans, State of California, and their officials, employees and volunteers are to be covered as additional insureds as respects: (a) liability arising out of activities performed by or on behalf of the Contractor; (b) products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired, or borrowed by the Contractor.
- For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects PCTPA, its subsidiaries, officers, officials, employees, and volunteers.
- Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to PCTPA, its subsidiaries, officers, officials, employees, or volunteers.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or 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 and its subsidiaries.

E. Acceptability of Insurers. All insurance, with the exception of workers' compensation coverage, is to be placed with insurers currently admitted in California, with a current A.M. Best's rating no less than A. Workers' compensation coverage is to be placed with insurers currently admitted in California.

F. Verification of Coverage. Contractor shall furnish PCTPA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by PCTPA before work commences. PCTPA may at any time request written verification that insurance coverage is being maintained.

11.0 LIABILITY AND INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend PCTPA, CHP, Caltrans, State of California, and their officers, officials, employees, and agents, from and against all liability, claims, losses, actions, and expenses (including attorney's fees) on account of bodily injury to or death of any person (including employees of the indemnifying party) or for damage to or loss of use of property

arising out of or resulting from the acts or omissions to act of Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone of whose acts any of them are liable in the performance of the work, whether occurring during the course of the Agreement or after its completion, unless caused solely by the negligence or willful misconduct of the parties to be indemnified.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is in addition to any other rights or remedies which PCTPA may have under the law.

12.0 BACKGROUND REQUIREMENTS

All FSP operators shall be required to have a safe driving record and a current California driver's license legally appropriate for the tow vehicle being driven. All operators shall be 21 years of age or older with no felony convictions with the past seven (7) years and no history of violent felony arrest or conviction. Potential operators shall be subject to driving record and criminal background checks conducted by CHP upon application for tow operator permit DL 64. All application fees for said permit shall be paid by Contractor.

13.0 REVISIONS IN SCOPE OF SERVICES

PCTPA may, from time to time, make changes in the Scope of Services of this Agreement through a written Change Order to better accommodate demand, special situations, changing conditions, or unforeseen circumstances as well as to maintain budgetary discipline. Where feasible, a thirty-day notification of any modification to the FSP calendar will be provided to Contractor. Revisions in Scope of Services may include:

- A. Construction FSP. Construction FSP coverage is for the purposes of mitigating traffic congestion during highway construction projects within the Contractor's regular FSP beat boundaries as ordered by Caltrans. Construction FSP is compensated at the standard hourly rate specified in Section 3.0(C).
- B. Extended or Special Coverage. Extended coverage or special FSP coverage is for the purpose of mitigating traffic congestion expected due to special events, emergencies, or other out-of-the-ordinary circumstances within the Contractor's regular beat boundaries. Extended or special coverage is compensated at the standard hourly rate specified in Section 3.0(C).
- C. Extra Work. Extra work is defined as any work that is not otherwise defined or contained in this Agreement, is determined by PCTPA to be necessary, and bears a reasonable relation to the work originally described in the Agreement. Extra work is compensated at the standard hourly rate specified in Section 3.0(C).

14.0 VIOLATIONS AND PENALTIES

Violations. The Placer County FSP program upholds high standards for professionalism, performance, appearance, and conduct. In order to enforce these standards, an objective system of violations and penalties has been established in Chapter 12 of the Valley Division Freeway Service Patrol Standard Operating Guidelines, the entirety of which is incorporated into this Agreement and Scope of Services by reference.

A. Notice of Violation. When a violation occurs, CHP and/or PCTPA shall issue a violation notice to Contractor. The violation notice shall indicate the type and details of the violation. PCTPA shall notify Contractor of disciplinary action taken and of any penalties imposed.

B. Contractor Penalties. Penalties are levied as monetary fines against Contractor and shall be subtracted from Contractor payments.

C. Repeated Violations. The purpose of the penalties is to encourage Contractor to correct violations and take proactive steps to prevent all violations. A pattern of outstanding or uncorrected violations may result in termination of Agreement pursuant to Section 8.0 of this agreement

D. Appeals. Contractor may appeal any violation notice, penalty, truck operator disciplinary suspension, or Agreement termination if Contractor believes the determination was made in error, or if special or extenuating circumstances exist not the fault of Contractor or the truck operator.

- Process. Contractors may request an appeal of any penalty or termination by submitting a completed Request for Appeal form available from PCTPA within ten (10) business days from the date of the Notice of Violation or Agreement termination. Appeals regarding disqualification of FSP truck operators must be submitted by Contractor within five (5) business days from disqualification.
- Review and Determination. The FSP Technical Advisory Committee (TAC), consisting of staff from PCTPA, CHP, and other FSP agencies in the Sacramento region, shall review appeal requests and render a determination within ten (10) business days. Where an FSP operator disqualification is related to a criminal conviction, the decision on appeal will be made solely by CHP.
- FSP Involvement During Appeal. In the period between an FSP truck operator suspension or disqualification and the determination on an appeal, the FSP truck operator may not be involved in any manner with FSP. In the event the disqualification is upheld after appeal, the operator shall be permanently barred from participating in all FSP programs within CHP's Valley Division.

E. Types of Violations.

- Minor Violations. Examples include, but are not limited to, those related to uniforms, grooming, having insufficient supplies, broken or missing equipment, failure to display FSP signs and logos, missing paperwork, tardies, prolonged or excessive breaks, and failure to communicate properly with dispatch.
- Major Violations. Examples include, but are not limited to, those related to serious safety issues, missing work, late sign-on or early sign-off, leaving or not being on beat, expired required licenses and certificates, dishonesty and falsifying information, sleeping while on duty, failure to report damage, and disobeying CHP or another peace officer.
- Flagrant Violations. Examples include, but are not limited to, charging for FSP service, theft, being under the influence of drugs or alcohol, possession of firearms or illegal weapons, tampering with or interfering with tracking hardware or software, solicitation or receipt of tips and gratuities, use of dedicated FSP trucks for other purposes, and recommending or providing secondary tow or repair services.

F. Financial Penalties. The fine schedule shall be as follows:

1. Minor Violations.

- Minor violations involving uniforms, personal grooming, truck appearance, and supplies or equipment shall result in a fine to Contractor of \$50 per occurrence.
- All other minor violations shall result in a fine of \$50 for the first occurrence per FSP truck operator; \$100 for the second occurrence of the same violation by the same operator within a six (6) month period; \$150 for the third occurrence within six (6) months of the second. Contractor shall be fined \$500 for the fourth cumulative occurrence of the same violation by the same operator regardless of when previous violations occurred; thereafter, Contractor shall be fined \$1,000 for every subsequent occurrence.

2. Major Violations.

- Major violations shall result in a fine of \$100 for the first occurrence per FSP truck operator or Contractor; \$250 for the second occurrence of the same major violation within a six (6) month period; \$500 for the third occurrence within six (6) months of the second. Contractor shall be fined \$1,000 for the fourth cumulative occurrence of the same violation by the same operator or Contractor regardless of when previous violations occurred; thereafter, Contractor shall be fined \$2,500 for every subsequent occurrence. A pattern of violations may result in extended suspensions, disqualification of FSP operators, or immediate termination of the Agreement.

3. Flagrant Violations.

- At a minimum, flagrant violations shall result in a fine of \$500 to \$2,500 per occurrence, as determined by PCTPA. Depending on the severity or frequency of the flagrant violation(s), PCTPA may immediately terminate the Agreement.

15.0 COMPLIANCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

It is PCTPA's policy to comply with state and 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, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws. Contractor and its subcontractors shall comply with all applicable non-discrimination and equal employment opportunity provisions and shall ensure that applicants and employees are treated fairly without regard to race, color, creed, sex, disability, age, national origin, or any other protected characteristic.

16.0 DRUG FREE POLICY

The Freeway Service Patrol program is dedicated to providing safe and efficient service to the public. Because of the nature of our work, this program has a zero-tolerance policy for substance abuse. Freeway Service Patrol Operators are prohibited from using, purchasing, selling, possessing, distributing or being under the influence of a controlled substance or alcohol while on duty, or driving a FSP vehicle to and from FSP duty.

THE USE OF ALCOHOL AND/OR DRUGS WHILE ON FSP DUTY IS ABSOLUTELY FORBIDDEN. ANY OPERATOR FOUND TO BE UNDER THE INFLUENCE OF DRUGS AND/OR ALCOHOL WILL BE IMMEDIATELY DISQUALIFIED FROM THE PROGRAM AND MAY FACE CRIMINAL PROSECUTION.

CONTRACTOR shall be responsible for finding a replacement FSP operator for that vehicle.

17.0 PROHIBITED INTERESTS

A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, PCTPA shall have the right to annul this Agreement without liability.

B. Per Attachment D of the SOG, Contractor agrees that it shall not bring under employment a truck operator who was previously employed by another FSP contractor in Sacramento, Yolo, Placer, or El Dorado Counties until after 14 days of his/her final separation of service from the other FSP contractor. The purpose of this provision is to promote stability in the FSP program and within and between the tow companies providing FSP services in the region.

C. Contractor agrees that, for the term of this Agreement, no member, officer, or employee of PCTPA or of a local public agency during his/her employment and for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any interest, direct or indirect, in this Agreement or any benefit arising thereof.

D. The employment by Contractor of personnel on the payroll of PCTPA will not be permitted in the execution of this Agreement, even though such employment may be outside of the employee's regular working hours. Further, the employment by Contractor of personnel who have been on the PCTPA payroll within one (1) year prior to the date of Agreement award, where such employment is caused by and/or dependent upon Contractor securing this or a related contract with PCTPA, is also prohibited.

18.0 NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be made by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

PCTPA	Contractor
Placer County Transportation Planning Agency 2260 Douglas Blvd., Suite 130 Roseville, CA 95661 Attn: Executive Director	[Contractor Name] [Address] [City, State, Zip] Attn: [Name]

19.0 COMPLIANCE WITH LAW

Contractor shall familiarize him/herself with and perform the work required under this Agreement in conformity with requirements and standards of PCTPA, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by work under this Agreement. Contractor shall comply with all Federal, California, and local laws and ordinances applicable to any of the work involved in this Agreement, including but not limited to Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, Environmental Protection Agency regulations, and the State of California's Energy Policy and Conservation Act.

20.0 DISPUTES

In the event of a disagreement or dispute arising between the parties under this Agreement, PCTPA shall, upon its own initiative or promptly upon the written request of Contractor, make a determination thereof and such determination shall be complied with pending judicial determination of the dispute. Pending final resolution of any dispute hereunder, Contractor shall continue diligently to perform the services under this Agreement and in accordance with PCTPA's decision or position concerning the disputed matter.

Damage Disputes. Upon receiving a damage complaint from a motorist that Contractor damaged his/her vehicle while lending assistance, Contractor shall immediately notify CHP verbally and provide a follow-up written statement from the involved operator within three (3) working days. Contractor must also notify CHP in writing within three (3) working days regarding the nature of the damage complaint and its disposition. Contractor shall reply to the motorist by telephone within 24 hours of receiving the damage complaint notification. If necessary, Contractor shall send an authorized representative and/or insurance company representative to inspect the subject vehicle and complete an incident report within 48 hours. All complaints shall be resolved within a reasonable period after being received.

21.0 GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

22.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between PCTPA and Contractor and supersedes any prior representations, understanding, communications, commitments, agreements, and proposals, oral or written.

23.0 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 shall not be affected thereby, and each remaining term and provision shall be valid and enforced to the fullest extent permitted by law, unless the exclusion of such term would result in a material change making completion of the obligations contemplated herein unreasonable.

24.0 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).

25.0 AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor assures PCTPA that it complies with the Americans with Disabilities Act 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.

26.0 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES

The Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. Has within the three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- d. Has within a three-year period preceding this Agreement had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

By signing this Agreement, Contractor certifies that the foregoing statements are true and correct to the best of its knowledge and belief, and acknowledges that a false statement may be grounds for immediate termination of this Agreement.

27.0 PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions, and shall provide a copy to PCTPA within ten (10) days of submission.

This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement, imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this Agreement, Contractor provides the foregoing certification and agrees to require the language of this certification in all lower-tier subcontracts exceeding \$100,000.

28.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled 'Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.' DBE's and other small businesses are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in termination or such other remedy as PCTPA deems appropriate.

29.0 ENERGY CONSERVATION

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Contractor will include these energy conservation requirements in any contract with a third-party contractor.

30.0 COMPLIANCE WITH CLEAN AIR LAWS

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each Clean Air requirement violation to assure notification to FHWA/FTA and the appropriate Environmental Protection Agency Regional Office.

31.0 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. 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. Contractor will not meet with employees or supervisors on PCTPA or state property if the purpose is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

32.0 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 C.

33.0 FORCE MAJEURE

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state, or local government; national fuel shortage; acts of war (whether declared or undeclared); terrorism; strikes; any acts, restrictions, regulations, by-laws, refusals to grant a license or permission; prohibitions or measures of any kind on the part of any authority; freight embargoes; delays of either Party's suppliers for like causes ('Force Majeure'), provided satisfactory evidence of such Force Majeure is presented to the other Party. Either Party shall use commercially reasonable efforts to remove or overcome the cause of Force Majeure and resume work as soon as possible.

34.0 OWNERSHIP

Contractor agrees that all written work products, including but not limited to notes, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement shall be 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.

35.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, Contractor certifies the truthfulness and accuracy of any statement it has made or makes pertaining to this Agreement. Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Agreement, the Federal Government reserves the right to impose penalties under the Program Fraud Civil Remedies Act of 1986 and 18 U.S.C. § 1001. Contractor shall include the substance of this provision in all subcontracts financed in whole or in part with federal assistance under this Agreement.

36.0 RECOVERED MATERIALS

Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of items designated in Subpart B of 40 CFR Part 247. Contractor agrees to comply with the U.S. Environmental Protection Agency's Comprehensive Procurement Guideline for Products Containing Recovered Materials, 40 CFR Part 247. Contractor shall include these requirements in any subcontract entered into under this Agreement.

37.0 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.

38.0 COSTS AND ATTORNEY 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, but effective on the date first hereinabove written.

[CONTRACTOR NAME]	PLACER COUNTY TRANSPORTATION PLANNING AGENCY
Signature: _____	Signature: _____
Print Name/Title: _____	Matt Click, Executive Director
Date: _____	Date: _____

- **Exhibit A:** Scope of Services
 - Attachment A-1: FSP Service Map
 - Attachment A-2: Tow Truck Specifications
- **Exhibit B:** Cost Proposal Form
- **Exhibit C:** Levine Act Disclosure Statement (separate cover)

EXHIBIT A: Placer County FSP Scope of Services

BEAT DESCRIPTIONS

The Placer County FSP program operates on selected freeway segments referred to as "beats." Each beat has specified turnaround locations and designated drop locations identified by the CHP. Effective January 1, 2027, the Placer County FSP program will operate the following two beats:

Beat	Freeway	Segment	Mon– Fri AM Shift	Mon– Fri PM Shift	Approx. Days/ Year	One- Way Length	Tow Trucks (Primary/ Backup)	Drivers (Primary / Backup)
265	SR 65 & I-80	Riverside Ave (I-80: Sacramento County Line) to Twelve Bridges Drive	0700– 1000	1400– 1830	~250*	~11.7 miles	1/1	1/1
281	I-80	SR-65 Interchange to SR 49/Grass Valley Exit	0700– 1000	1400– 1830	~250*	~13.4 miles	1/1	1/1

*Number of days will vary based on contract year as no major holidays will have FSP service should they fall on a weekday. The following holidays are observed and are subject to change:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the Day After Thanksgiving
- Holiday Break (Christmas Eve through New Year's Day)

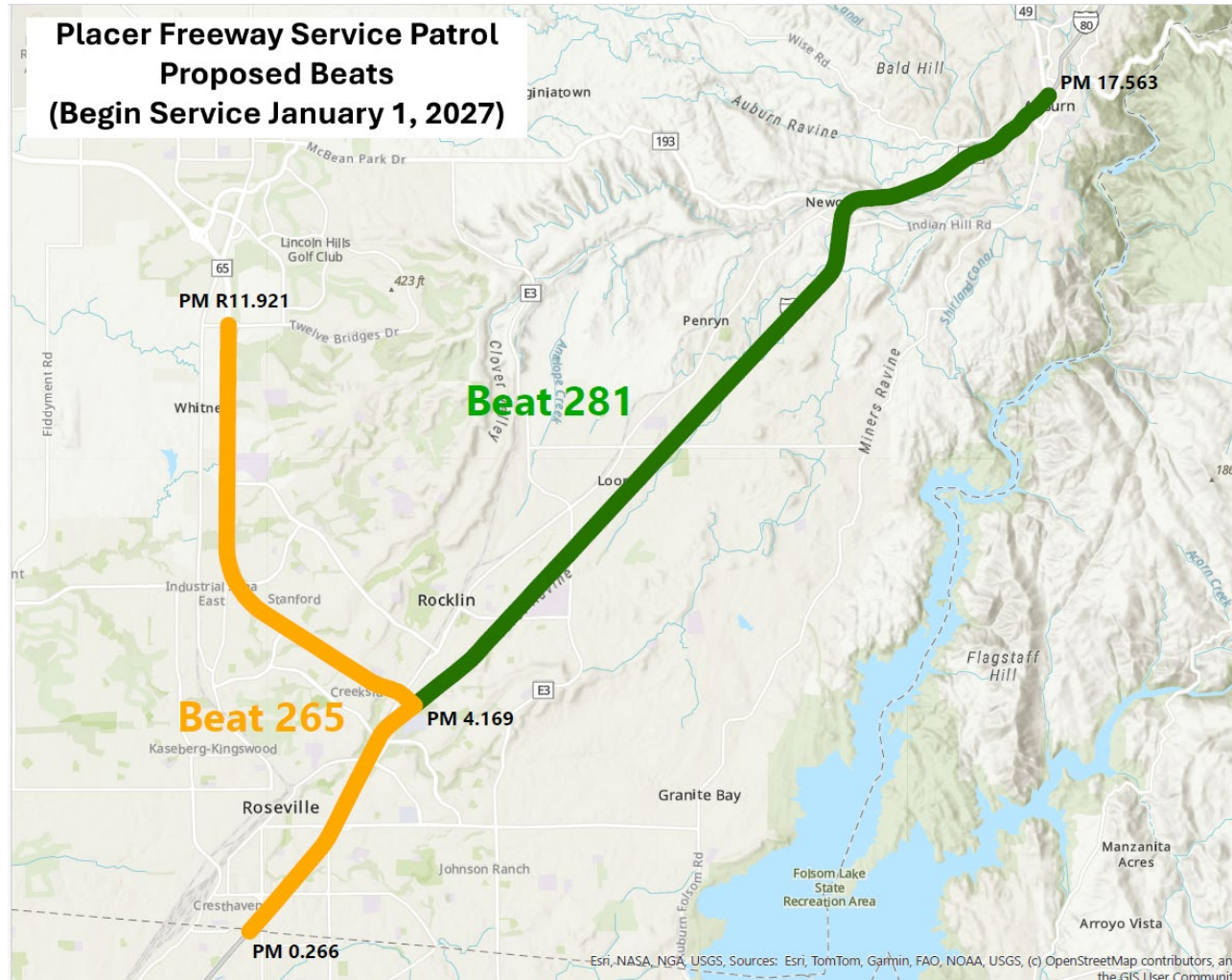
Note: Beat boundaries are subject to modification during the contract term through written change order to better accommodate demand or changing conditions. The scope and schedule, beat length, and hours of service may also be adjusted during the contract term.

Beat boundaries and freeway segments are depicted in the FSP Service Map, attached hereto as Attachment A-1. All tow vehicles used in the performance of this Agreement shall meet the minimum equipment specifications set forth in Attachment A-2 – Tow Truck Vehicle Specifications.

ATTACHMENT A-1 to EXHIBIT A

FSP SERVICE MAP

The service map shall depict Beat 265 on State Route 65 and Beat 281 on Interstate 80 within Placer County, showing the beat termini and key landmarks referenced in Attachment A.



ATTACHMENT A-2 to EXHIBIT A

TOW TRUCK VEHICLE SPECIFICATIONS

All FSP tow trucks shall be flatbed carriers meeting the following specifications:

- Minimum GVWR of 25,500 lbs.
- Body painted white in color
- Model year 2010 or newer
- Carrier bed of steel or aluminum, minimum 21 ft. length
- Rear axle minimum rating of 15,000 lbs.
- Front axle must carry at least 50% of its normal or unladen weight after the load is lifted
- Winch rated at minimum of 8,000 lbs. on first layer of cable
- Winch cable – 50 ft., 3/8" diameter, 6x19 IPS cable or OEM specification, working limit of 3,500 lbs.
- Bed and winch controls on both sides of vehicle
- Minimum eight (8) tie-down locations
- Wheel lift with minimum rating of 2,500 lbs.
- Safety chains with positive locking device, 5 ft. minimum length, 5/16" alloy or OEM specification

Vehicle Markings:

- Vehicles must be painted white and shall bear the Freeway Service Patrol Logo on both front doors against a plain white background (minimum 15 inches in diameter), or at another CHP-approved location
- Beat Identification Numbers must be displayed at a location approved by the CHP
- The maximum size for all letters and numbers below the roof is 4 inches in height
- Any proposed trim must be blue in color and limited to one stripe, minimum 4 inches in width
- Exact placement and size of proposed trim must be approved in writing by PCTPA or CHP
- FSP markings must be removed or covered immediately upon completion of each FSP shift

EXHIBIT B

COST PROPOSAL FORM

Contractor's approved Cost Proposal Form (Attachment D to the RFP) shall be inserted here.