



PLACER COUNTY
TRANSPORTATION
PLANNING AGENCY

REQUEST FOR PROPOSALS
FOR ENVIRONMENTAL CONSULTING SERVICES

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
2036 REGIONAL TRANSPORTATION PLAN

The Placer County Transportation Planning Agency is seeking proposals from qualified environmental consultants to prepare an Environmental Impact Report (EIR) for the 2036 Regional Transportation Plan in accordance with the California Environmental Quality Act (CEQA). The total consultant budget to prepare the environmental documentation is not to exceed \$75,000.

Proposals using the enclosed format should be delivered to: **Placer County Transportation Planning Agency, 299 Nevada Street, Auburn, CA 95603 no later than 4:00 pm on Wednesday, January 28, 2015.** Prospective consultants should provide three copies of their proposal. It is expected that a contract will be awarded in February.

PCTPA reserves the right to award all or portions of this contract as described in the Request for Qualifications. PCTPA is an equal opportunity employer, and women and minority owned businesses (DBEs) are encouraged to apply.

Questions about this RFP should be addressed to Aaron Hoyt at (530) 823-4032 or by email at ahoyt@pctpa.net.

REQUEST FOR PROPOSALS FOR ENVIROMENTAL CONSULTING SERVICES 2036 REGIONAL TRANSPORTATION PLAN

I. PURPOSE OF RFP

The Placer County Transportation Planning Agency (PCTPA) is preparing the 2036 Placer County Regional Transportation Plan (RTP) and is seeking a qualified consultant to prepare the accompanying Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA). The successful proposer will recommend the most appropriate type of environmental document to accompany the Placer County RTP after considering past environmental documentation available in section II.D. The proposal should articulate a clear approach on the preparation, data needs, and opportunities for coordination with PCTPA staff in the preparation and completion of the environmental document. The successful proposer will also demonstrate a strong understanding of PCTPA's role within the larger six-county Sacramento Area Council of Governments (SACOG) planning area and integration of projects into the Metropolitan Transportation Plan/Sustainable Community Strategy (MTP/SCS).

The draft 2036 Placer County RTP and EIR is anticipated for public release in June 2015 and with an adoption of the final RTP and EIR on September 23, 2015.

II. PROJECT BACKGROUND

PCTPA is the designated Regional Transportation Planning Agency (RTPA) for the western slope of Placer County, located in the Sierra Nevada foothills between Sacramento and the Lake Tahoe area. The Agency is also the designated Congestion Management Agency (CMA) for all of Placer County, the Airport Land Use Commission (ALUC), and the designated Transportation Sales Tax Authority. PCTPA also staffs the South Placer Regional Transportation Authority (SPRTA) and the Western Placer Consolidated Transportation Services Agency (WPCTSA).

PCTPA prepares a RTP every five years to fulfill the state requirements of AB 402 (Government Code Title 7, Chapter 2.5, Sections 65080-65082), the specific guidance of the California Transportation Commission (CTC) 2010 Regional Transportation Plan Guidelines, reflective of state and federal funding requirements, and relative to the California Environmental Quality Act. The RTP is a long-range transportation funding plan that identifies future transportation improvements, associated cost, and timing of implementation. Each RTP is guided by a regional set of goals, objectives, and policies to maintain the transportation infrastructure and enhance mobility over the minimum 20-year life of the plan.

PCTPA is not required to prepare a Sustainable Community Strategy pursuant to SB-375 as those responsibilities were delegated to SACOG by the California Air

Resources Board (CARB). However, PCTPA's comprehensive planning is integrated into the broader regional planning context of the Sacramento Area Council of Governments' (SACOG) Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), per a Memorandum of Understanding. SACOG is the state designated RTPA for the Sacramento, Sutter, Yolo, and Yuba counties and is also the federally designated Metropolitan Planning Organization (MPO) for the six county region including Placer and El Dorado. As an RTPA and MPO, SACOG updates the MTP every four years to satisfy their federal planning responsibilities for the six county area and state requirements to develop a Sustainable Communities Strategy pursuant to Senate Bill 375. SACOG is in the process of updating their MTP/SCS and a draft is anticipated for release in fall 2015.

A. Project History

As stated in the previous section, PCTPA's RTP is integrated into SACOG's MTP/SCS and serves as the basis for the Placer County portion of SACOG's MTP/SCS. The following section summarizes the development and integration of the 2027 and 2035 RTPs into SACOG's corresponding MTPs. Due to differing update requirements, overlaps in the planning process occurs and consistency is sought between the two documents during each update. This information should be used to identify an approach to developing the environmental document for the 2036 RTP.

PCTPA adopted the 2027 RTP and accompanying EIR in September 2005. The 2027 RTP served as the initial transportation blueprint for the Placer County portion of the SACOG 2035 MTP approved in 2008. Transportation projects contained in the 2027 RTP were refined and a small number of new projects were incorporated into the 2035 MTP adopted in March 2008 along with the accompanying EIR. The 2035 MTP was modeled after the Sacramento Region Blueprint planning effort.

The 2035 RTP, an update to the 2027 RTP, kicked off in early 2010 and incorporated the project list from the 2035 MTP bringing the two planning processes in-line with each other. A Supplemental EIR was prepared and certified along with the adoption of the 2035 RTP in September 2010.

The Sustainable Communities and Climate Protection Act of 2008 (SB-375) was passed in 2008 leading to the update of the California Transportation Commission Regional Transportation Guidelines (2010) and the CARB greenhouse gas reduction targets (2010). The 2035 RTP was developed to meet the CTC's updated guidelines.

The SACOG 2035 MTP/SCS followed the update of the policy guidance from CARB and CTC and served as the regions first SCS, aligning the previous regional Blueprint planning efforts and long-range transportation investments. The 2035 RTP was incorporated into the 2035 MTP/SCS with some modifications to

the transportation project list. The SACOG Board approved the 2035 MTP and accompanying programmatic EIR for the six-county region in 2012.

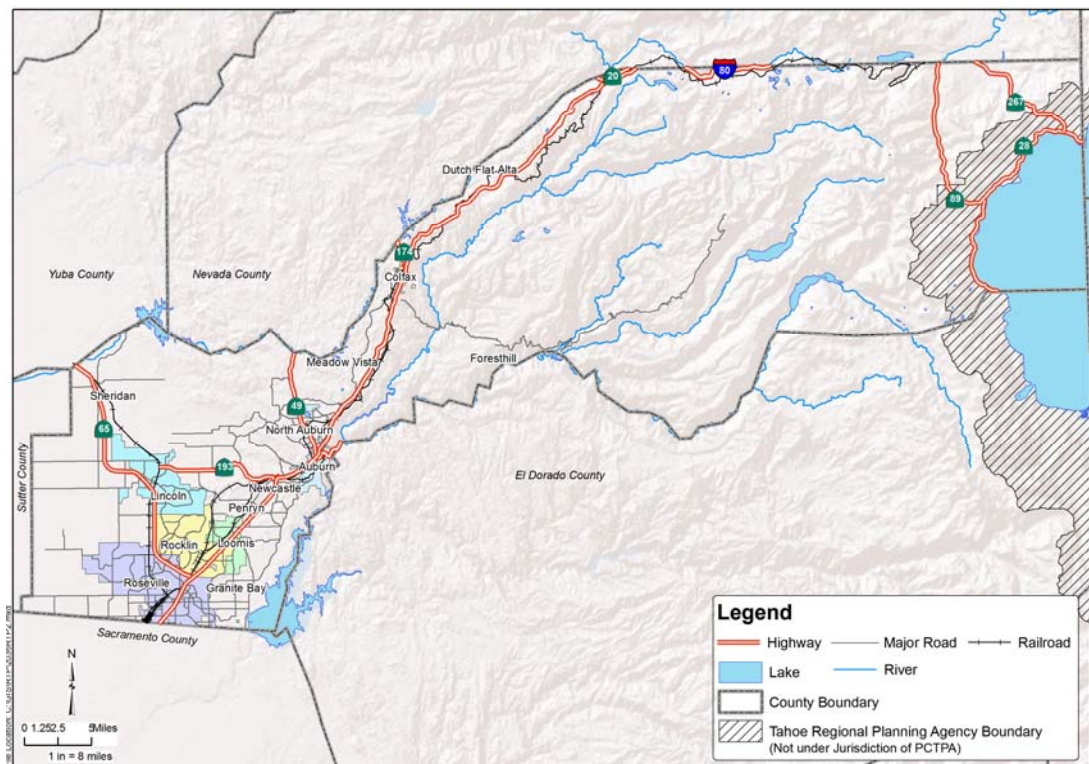
The 2036 RTP update will align the transportation project list with that of the 2035 MTP/SCS and also set the stage for consistency with the 2036 MTP/SCS anticipated for release in fall 2015. PCTPA is coordinating closely with SACOG on the development of demographics, transportation project lists, and revenue forecasts due to the comparable timelines.

B. Geography & Transportation

PCTPA's statutory planning boundary encompasses the western slope of Placer County and excludes the Lake Tahoe basin (see figure 1). PCTPA represents Placer County and six incorporated cities located within the political boundary of Placer County. In total, Placer County contains 1,506 square miles ranging in elevation from 160 feet to nearly 9,500 feet with 1,986 miles of roadway and a planning boundary population estimate of 355,153 (Department of Finance, January 1, 2014).

The transportation system in Placer County consists of U.S. and state highways, local arterials and roadways, various classes of bicycle facilities, four transit operators providing fixed route and dial-a-ride services, a consolidated transportation service agency providing specialized services to the elderly and disabled, intercity rail service, Amtrak bus and rail service, and three municipal airports.

Figure 1
PCTPA Planning Boundaries



C. Related Documents

The following background material identifies the prior PCTPA RTPs and EIRs produced as well as the SACOG MTP/SCS for 2035:

- 2035 Adopted Regional Transportation Plan (2010)
 - <http://pctpa.net/?p=361>
- 2035 Draft Supplemental Environmental Impact Report (2010)
 - http://pctpa.net/library/rtp/2035/2035RTP_SEIR.pdf
- 2035 Adopted Supplemental Environmental Impact Report (2010)
 - http://pctpa.net/library/rtp/2035/2035RTP_Final_SEIR.pdf
- 2027 Regional Transportation Plan (2005)
 - http://www.pctpa.net/library/rtp/2027/rtp2027_complete.pdf
- 2027 Draft Supplemental Environmental Impact Report (2005)
 - http://www.pctpa.net/library/rtp/2027/Draft_SPEIR_complete.pdf
- 2027 Adopted Supplemental Environmental Impact Report (2005)
 - http://www.pctpa.net/library/rtp/2027/Final_SPEIR_complete.pdf
- Adopted MTP/SCS for 2035, SACOG (2012)
 - <http://sacog.org/mtpscs/mtpscs/>
- Draft EIR MTP/SCS for 2035, SACOG (2012)
 - <http://www.sacog.org/mtpscs/files/Draft-eir/Draft%20EIR%20Complete.pdf>
- Final EIR MTP/SCS for 2035, SACOG (2012)
 - <http://www.sacog.org/mtpscs/files/FEIR/FEIR%20COMPLETE.pdf>

D. EIR Schedule

III. **SCOPE OF WORK**

PCTPA seeks a qualified environmental consultant to prepare and complete the appropriate environmental documentation required for the 2036 Regional Transportation Plan. Proposers should specify the type of documentation recommended and prepare the proposal accordingly. The PCTPA staff will provide assistance, as necessary, in the preparation and completion of the environmental documentation. The scope of work shall specifically call out activities that the proposer expects the PCTPA staff to complete and/or identify activities that PCTPA staff could be responsible for to maximize the proposer's budget on other tasks.

The scope of work shall follow the format below. Additional tasks can be added to the end of the list and should articulate the importance of including the task.

Time will be an extremely important factor in the preparation of the appropriate environmental documents. The draft environmental document must be released for public review in June 2015 and the final environmental document must be adopted September 23, 2015.

Task 1: Project Initiation and Management

To ensure prompt completion of tasks and to maintain clear communication, applicable consultant staff will attend a kick-off meeting with PCTPA the first week of the project. There, the project schedule will be finalized and communication protocols will be agreed upon. Roles and responsibilities as well as internal deadlines will be established. The consultant shall also budget for bi-weekly conference calls to discuss progress, technical issues, and/or other items that need attention and direction.

Task 2: Data Collection

Data collection will be accomplished in coordination with PCTPA staff to obtain relevant existing reports, draft 2036 transportation project lists, GIS mapping data, and available draft material from the SACOG MTP/SCS. The consultant will develop a list of data needs and identify responsibilities to obtain the data.

Task 3: Prepare Notice of Preparation (NOP)

The consultant will prepare the NOP, including a project description, location map, and list of probable environmental effects of the project. In addition, the consultant will review and assess NOP comments and prepare responses. The PCTPA staff will review and assist in the NOP response preparation.

The consultant shall also budget for attendance at the public scoping meeting for the EIR. The consultant will be responsible for recording public comments received during the meeting.

This task presents the opportunity for staff to take on a greater role with the submission of the NOP to the natural resource agency and filing of the appropriate paperwork. The proposer shall identify any potential cost savings and the task that the savings would be transferred to should PCTPA staff take on any elements of this task.

Task 4: Prepare Draft EIR

The consultant will prepare an administrative draft of the document for internal PCTPA staff review and comment. PCTPA comments will then be incorporated into the draft EIR. The draft EIR will include all sections required by CEQA, and in particular all components required by Sections 15120-15132 of the CEQA Guidelines. Consistent with these requirements, the EIR will contain a CEQA analysis of the 2036 RTP.

The consultant will provide an electronic file, one print-ready copy, and enough printed copies of the Draft EIR such that public review through the State

Clearinghouse can be accomplished. The number of copies required could be as many as 20.

This task presents the opportunity for staff to take on activities related to developing maps and the submission of the Draft EIR to the natural resource agency and filing of the appropriate paperwork. The proposer shall identify any potential cost savings and the task that the savings would be transferred to should PCTPA staff take on any elements of this task.

Task 5: Prepare Response to Comments

The consultant will prepare written responses to comments received during the EIR public review period. In addition, the EIR will include a list of persons, organizations, and agencies commenting on the EIR. The proposer will prepare a draft response to comments for PCTPA staff to review and incorporate those comments into the final version.

Task 6: Prepare Final EIR

The consultant will prepare the Final EIR, which will include a summary of any changes made to the draft EIR that were incorporated into the Final EIR, as an appendix. The consultant will provide an electronic file and a PDF file compatible for placement on PCTPA's web site. The consultant will also provide 20 bound hard copies of the Final EIR.

Task 7: Prepare Findings and Statement of Overriding Considerations

The consultant will prepare findings and a statement of overriding consideration (if applicable) for approval by the PCTPA Board of Directors.

Task 8: Public Meetings

The consultant will be responsible for attending up to two (2) PCTPA Board of Directors meetings and one (1) technical advisory committee meetings. The consultant will work with PCTPA staff in the development of presentation materials for the meetings. The consultant will be responsible for recording all public and Board comments and providing a summary of comments in the EIR. The consultant will be responsible for preparing written responses to comments received during the EIR public review period. Comments and responses to comments are to be included in the EIR.

IV. PROPOSAL FORMAT

Consultants interested in providing the services described must submit a proposal by the deadline date and time specified in this RFP. Proposals should be concise and to the point. The proposal is limited to 25 pages with no smaller than 10 point

font. Resumes (limited to 1 page each) may be included and are not part of the page count. The budget and cost estimate are not part of the page count.

At a minimum, the following information shall be included in the proposal, as actual selection will be based on careful consideration of all pertinent data provided.

The format of the proposal should include the elements described below:

A. Transmittal Letter

The transmittal letter 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 proposer, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the Proposal.

B. Executive Summary

This section should include the consultant's overall understanding of the project, the relationship of the RTP and the SACOG MTP/SCS, the consultant's role and that of PCTPA. The consultant shall briefly outline its qualifications for performing work, its approach for public involvement, its management and technical approaches for the project, and similar project experience. Within this section, the consultant shall also identify all participating firms cooperating in the effort as sub-consultants and the services to be provided.

C. Technical Approach

The consultant shall outline its technical approach for the implementation of the EIR. The technical approach shall be submitted in a format that can be used as the Scope of Services that will be attached to and made part of the Master Agreement between PCTPA and the consultant. The content of the technical approach shall include, but is not limited to, the following:

- a. Description of the methodology to be used in providing deliverables.
- b. A brief discussion of each of the tasks in the scope of services to complete the project. Sub-tasks should be added as necessary to clearly define the Scope of Services.
- c. A list of deliverables associated with the tasks defined in Scope of Services.
- d. An assessment of supplemental data collection or other items and/or resources that will be required from PCTPA, California Department of Transportation, or other agencies.
- e. A discussion of unusual aspects that may be encountered during the development of the EIR.

- f. A discussion of supplemental tasks that may be deemed necessary to mitigate impacts, enhance the services provided, reduce cost or speed delivery of the EIR.

D. Management Approach

The consultant shall include brief resume summaries of each of the key project personnel. Resume summaries should focus on experience and qualifications relevant to the project. The consultant shall also identify and describe a management approach for the preparation of the EIR, which shall include, but is not limited to, the following:

- a. A narrative “Management Plan,” which describes how the consultant’s team will be organized and managed to ensure that the required work is of high quality and completed within the schedule and budget.
- b. A “Project Delivery Schedule,” which describes the work to be performed to complete the EIR. The schedule shall contain sufficient activities and milestones to adequately describe the services required to complete the project. The schedule should be in a bar chart format. The schedule should address the elements of the timeline in Section III.

E. Experience of Firm and Personnel

- a. The consultant shall provide a brief description of relevant similar experience by members of the project team. Experience shall be within the last three (3) years. The following information should be included in a table.
 - 1. Provide a brief description of consultant’s involvement in similar project efforts. Include technical analysis experience on those projects as well as the following information for reference purposes:
 - 2. Members of consultant team (by name)
 - 3. Project description and services provided
 - 4. Total project cost
 - 5. Total cost of services provided
 - 6. Project start date and completion dates
 - 7. Budget and schedule performance
 - 8. Sub-consultants involved
 - 9. Name, telephone number, and address of the consultant’s contact person
- b. Provide a matrix that shows proposed team members (specific individuals by name) and the projects they will work on.
- c. List all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring agency, contract number, name of contracting entity, and reason for termination.

F. COST PROPOSAL

The budget to develop the 2036 RTP EIR is a total not-to-exceed the amount of \$75,000 for the total work effort. The cost proposal shall be fully inclusive of all services required to complete the scope of services, and shall include the consultant’s overhead rate, profit percent, and an itemized list for direct costs. Costs must be shown in a matrix format, by task, and showing hours and base labor rates per staff member. Also, estimate consultant printing and other production costs for technical memoranda, drafts and final reports.

V. PROPOSAL SUBMITTAL

Proposers must submit three (3) copies of the proposal. Proposals shall be in a sealed envelope, marked “Proposal for Environmental Consulting Services for 2036 Regional Transportation Plan.” The envelope must be marked clearly with the proposer’s name (including contact person), address, and telephone number.

All proposals are due by 4 PM on **Wednesday, January 28, 2015**. Late proposals shall not be accepted. All proposals, whether selected or rejected, shall become the property of Placer County Transportation Planning Agency.

VI. SELECTION PROCEDURE

An evaluation committee will review each proposal for completeness and the responding individuals or firms may be invited for personal or phone interviews prior to final selection to further elaborate on their proposals. The selection committee will use the following criteria and relative weights:

Evaluation Criteria	Rating Points
Project understanding, including regulatory changes and new considerations since the last RTP update.	30
Technical and Management approach.	20
Qualifications and experience of the consulting firm and project team	20
References	20
Value provided for proposed fee	10
Total	100

The schedule for proposal review, consultant selection, and project work initiation will adhere to the following timeline:

- Distribute RFP
- Close RFP Question/Comment Period January 14, 2015
- Distribute RFP Clarifications (as necessary) January 16, 2015
- **RFP Deadline** **January 28, 2015**

- Evaluate & Identify Top-ranked Firm February 2, 2015
- Notify Firms February 3, 2015
- Interviews (as necessary) February 5-6, 2015
- Contract Award at PCTPA Board of Directors February 25, 2015
- Notice to Proceed TBD

The Agency reserves the right to award a contract to the firm or individual that presents the proposal which, in the sole judgment of the Agency, presents the best value. 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.

VII. MASTER AGREEMENT

The selected firm must enter into a Master Agreement with PCTPA for provisions related to compensation, conflict of interest, indemnification, insurance, disclosure of information, etc. The scope, budget, and schedule to complete the study will be incorporated into Master Agreement. See Attachment A for a sample Master Agreement. The specific work tasks shall be indicated via letter(s) of task agreements. The proposal's Transmittal Letter shall state the team's ability to comply with contract provisions as outlined in PCTPA's sample master agreement or indicate which provisions will require amendments during contract negotiations.

VIII. INQUIRIES

PCTPA will develop an email list of interested proposers. Questions concerning this RFP should be directed as noted below. Questions will be responded to collectively and made available for all interested proposers via the PCTPA website. All questions must be submitted via email no later than 5:00 PM on Wednesday January 14, 2015. Responses to questions or addenda to the original RFP will be posted on the PCTPA website on or before Friday January 16, 2015. All interested proposers are encouraged to register for the email list in order to receive notifications.

Direct all inquiries to:

Aaron Hoyt
 Placer County Transportation Planning Agency
 299 Nevada Street
 Auburn, California 95603
 Phone #: (530) 823-4032
ahoyt@pctpa.net

**MASTER AGREEMENT BETWEEN
PLACER COUNTY TRANSPORTATION PLANNING AGENCY
AND
(CONSULTANT NAME)**

THIS AGREEMENT (“Agreement” or “Contract”), is made and entered into as of this ___ day of _____ 201__, 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.

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 Master 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.

This Master Agreement will be for an initial period of one (1) year, commencing on _____.

- a. Time is of the essence of this contract, and production and delivery schedules set forth in each Letter of Task Agreement must be met. Failure by Contractor to complete work within the time specified will inhibit the ability of PCTPA to meet State and Federal requirements.
- b. In the event Contractor fails to satisfactorily perform and complete tasks specified in a Letter of Task Agreement in a timely manner, Contractor will be liable for damages as a result of Contractor's failure to fulfill its obligations under the Contract and Letter of Task Agreement.

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.

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 Master 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.

- a. The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., (any subcontractors and subrecipients shall refer to the *Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments*), or its successor, shall be used to determine the allowability of individual items of cost.
- b. The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- c. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.; *Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments*; or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Contractor to PCTPA. Disallowed costs must be reimbursed to PCTPA within sixty (60) days unless PCTPA approves in writing an alternative repayment plan.
- d. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of Sections 6 (a) through (c) above.
- e. The Contractor and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates the costs of work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures.
- f. Contractor is hereby expressly put on notice that no employee of PCTPA has authority to

authorize in writing or otherwise any additional work which would increase the cost of a Letter of Task Agreement without approval by the Executive Director of PCTPA.

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 at least quarterly but not more frequently than once monthly. Each requisition for payment shall refer to the Work Element referenced in the Letter of Task Agreement.
- b. Contractor shall specify the time, date, personnel, and hours billed in each requisition for payment 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. Contractor shall establish and maintain separate account records for the fiscal activities of each Letter of Task Agreement. Contractor's accounting system shall conform to generally accepted accounting principles. All accounting records shall readily provide a breakdown of costs charged to a work element number indicated in the Letter of Task Agreement. Such 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.

In the event that any of the expenses for which PCTPA reimburses the Contractor are later disallowed pursuant to Section 28, Availability of Records, 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) is no longer complete, accurate, or up-to-date, Contractor shall notify PCTPA, attention Executive Director, and amend its response so that PCTPA has 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 described in PCTPA's RFP.
- 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 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 copy 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. 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, and *Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments*.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) 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.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of

four (4) years from the date of termination of this Agreement, or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) 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.
- (6) 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.

14. Prohibition Against Contingent Fees.

The Contractor warrants, by execution of this Contract, that no person or company has been employed or retained to solicit or secure this Contract or a Letter of Task Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has the Contractor paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Contract or a Letter of Task Agreement. For any breach or violation of this provision, PCTPA shall have the right to terminate this Contract or Letter of Task Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages, and shall be responsible for reporting the details of such breach or violation to the proper legal authorities, where and when appropriate.

15. Termination.

- a. PCTPA shall have the right to terminate this Master Agreement or any Letter of Task Agreement for any reason, with or without cause, at any time, by giving Contractor ten (10) days written 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. 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 Section 6 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.

Contractor hereby certifies that no employee of Contractor or any subcontractor, has any past, ongoing, or potential conflict with PCTPA's interest. 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 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. The Contractor shall immediately notify PCTPA of any and all potential violations of this paragraph upon becoming aware of the potential violation.

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.

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. No funds received from PCTPA under this Agreement shall be used to assist, promote, or deter union organizing.
- c. 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.
- d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from PCTPA funds has been sought for these costs, and Contractor shall provide those records to PCTPA upon request.

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.

PCTPA has the right to reveal information concerning the project described in a Letter of Task Agreement in compliance with the Freedom of Information Act, 5 USC 552 and the California Public Records Act. Contractor may request that certain information not be disclosed, as permitted by statute. To request such confidentiality, the Contractor must ensure that at the time the information is provided to PCTPA, it is accompanied by clear notice (on or attached to the document or other record), that the information is a "trade secret," "confidential," or "proprietary." Where only a portion(s) of a submission is entitled to protection from disclosure, each such portion shall be identified. Information received by PCTPA which is not accompanied such notice, may be made available to the public without prior notice to the Contractor.

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. Availability of Records.

The Contractor shall document the results of the work to the satisfaction of PCTPA, and if applicable, the State and U.S. DOT. Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of contract objectives.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred (collectively "Records"), and make such Records available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment to the Contractor. Such Records shall be available for inspection by authorized representatives of PCTPA, or copies thereof shall be furnished upon PCTPA's request. The U.S. DOT, Caltrans, the Comptroller General of the United States, or any authorized representatives of these agencies, shall have access to any Records of the Contractor related to the performance of this Agreement or the Applicable Letter of Task Agreement, for the purpose of making audit, examination, excerpts, and/or transcriptions.

If so directed by PCTPA upon the expiration of this Agreement or the applicable Letter of Task Agreement, the Contractor shall cause all Records to be delivered to PCTPA as depository.

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

It is Agency'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 and regulations. The Agency does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. The Agency prohibits discrimination by its employees, contractors and consultants.

Contractor assures Agency that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Agency may deem appropriate.

a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.

b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. 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.). 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.

d. Contractor will include the non-discrimination and equal employment opportunity provisions of this section (provisions a. through c. above) 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 (collectively the “Indemnitees”) from and against any

and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. 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.

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:

Celia McAdam, Executive Director
Placer County Transportation Planning Agency
299 Nevada Street
Auburn, California 95603

[CONSULTANT NAME]
[FIRM NAME]
[FIRM 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.
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 action as is consistent with the terms of this Agreement and the interests of PCTPA.

IN WITNESS WHEREOF the Placer County Transportation Planning Agency and the Contractor have executed this agreement as of the date first above written.

Placer County Transportation Planning Agency

(CONSULTANT NAME)

Celia McAdam,
Executive Director

(NAME)
(TITLE)

Date: _____

Date: _____

Enclosures

- 1) Exhibit A: Levine Act Disclosure Statement

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 three 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 members of the Placer County Transportation Planning Agency (PCTPA) Board are:

Miguel Ucovich	Susan Rohan
Tony Hesch	Diana Ruslin
Jim Holmes	Ron Treabess (citizen representative)
Stan Nader	Kirk Uhler
Keith Nesbitt	

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 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 three 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)