



PLACER COUNTY
TRANSPORTATION
PLANNING AGENCY

**REQUEST FOR PROPOSAL FOR TRANSIT CONSULTING SERVICES
TO PREPARE SHORT RANGE TRANSIT PLAN FOR
WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY**

The Placer County Transportation Planning Agency (PCTPA) is seeking proposals from qualified transit consultants to prepare a Short Range Transit Plan for the Western Placer Consolidated Transportation Services Agency (WPCTSA). The Short Range Transit Plan should be completed during fiscal year 2017/2018. The total consultant budget to prepare the WPCTSA Short Range Transit Plan is not to exceed **\$35,000**.

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 Friday, August 4, 2017.**

PCTPA will not accept proposals after that time or date, and will return unopened any proposals that are received late. Prospective consultants should provide five (5) copies and one (1) electronic copy of their proposal. It is anticipated that a contract will be awarded in either August or September 2017.

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

Questions about this RFP or project should be addressed to:

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Placer County Transportation Planning Agency
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**REQUEST FOR PROPOSAL FOR TRANSIT CONSULTING SERVICES
TO PREPARE SHORT RANGE TRANSIT PLAN FOR
WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY**

PROJECT SUMMARY

The Placer County Transportation Planning Agency (PCTPA) is seeking proposals from qualified transit consultants to prepare a Short Range Transit Plan (SRTP) for the Western Placer Consolidated Transportation Services Agency (WPCTSA).

Placer County continues to experience tremendous growth, and this has been reflected in the demands on providing specialized transit operations for seniors and persons with disabilities. To serve this growing population, the WPCTSA requires a comprehensive plan covering the next seven years. The SRTP should be completed during fiscal year 2017/2018. The total consultant budget to prepare the WPCTSA SRTP is not to exceed **\$35,000**.

AGENCY BACKGROUND

PCTPA is the designated Regional Transportation Planning Agency (RTPA) for the western slope of Placer County. PCTPA is also the county's Congestion Management Agency (CMA), a statutorily designated member of the Capitol Corridor Joint Powers Authority (CCJPA), the designated Local Transportation Authority for transportation sales tax purposes, and the Airport Land Use Commission (ALUC) for Auburn, Blue Canyon, and Lincoln airports. As part of their Joint Powers Agreement, PCTPA is the designated administrator for the South Placer Regional Transportation Authority and the Western Placer Consolidated Transportation Services Agency. Under an agreement with the Sacramento Area Council of Governments (SACOG), PCTPA also represents Placer jurisdictions in federal planning and programming issues.

PCTPA's statutory jurisdiction includes a portion of northern California between the Sacramento Metropolitan area and the Nevada State line. PCTPA represents Placer County and six incorporated cities located within the political boundary of Placer County. Transportation planning services are provided to the following incorporated cities with their corresponding January 1, 2016 populations (California Department of Finance (DOF) 2016 DOF E-1 Report, May 2016): Auburn (14,070), Colfax (2,068), Lincoln (47,339), Loomis (6,692), Rocklin (60,351) and Roseville (134,073). Unincorporated Placer County, excluding the Tahoe Basin portion of Placer County, has a population of 98,784.

PROJECT BACKGROUND

Short range transit plans (SRTP) are prepared for each of the transit operators in Placer County. The SRTP is the document through which the continuing, comprehensive and coordinated transit planning process is implemented. The SRTPs look at countywide demographics, review operating histories of each transit operator, analyze demand for transit services, present a series of goals, objectives and performance standards, analyze a series of service alternatives, identify operating, maintenance and capital program needs, assess financial capacity to carry out recommended service levels, address the requirements of the Americans with Disabilities Act (ADA), the Federal Transit Administration (FTA) and the Transportation Development Act (TDA), and present the steps that each transit operator will take over a seven year planning period to improve transit services.

Because the SRTPs represent a focused and calculated approach to improve each transit system, the PCTPA Board of Directors requires that any unmet transit need that is identified be consistent with the applicable SRTP before it can be considered “reasonable to meet.” The SRTPs also serve as the primary justification for receipt of federal and State funds for transit operations and capital projects.

RECENT TRANSIT PLANNING EFFORTS

Recent transit planning efforts completed or currently underway since the last update of the SRTPs are summarized in Appendix A.

DESCRIPTION OF WPCTSA SERVICES

The Placer County Transportation Planning Agency (PCTPA) designated the Western Placer Consolidated Transportation Service Agency (WPCTSA) as the Consolidated Transportation Service Agency serving western Placer County.

The Western Placer Consolidated Transportation Service Agency (WPCTSA) is a joint powers agency with the power to provide and coordinate social service transportation for the western portion of Placer County, including services for the elderly, individuals with disabilities, and individuals of limited means. Under the terms of the JPA, PCTPA was designated as the staff administrator of the WPCTSA. WPCTSA is governed by a Board of Directors consisting of the Board of Directors of the PCTPA, the members which were appointed pursuant to Government Code section 67911. The Board meets monthly or as needed. WPCTSA services went into effect in January 2009.

Funding for CTSA services comes from the Transportation Development Act (TDA) Article 4.5 apportionment, which is typically approved annually by the PCTPA Board of Directors in August. WPCTSA currently collaborates with Seniors First, Inc., a local non-profit organization, providing local match to fund various programs.

WPCTSA services and programs are intended to provide transportation services for Placer County residents who are not able to use conventional public transit services operating within western Placer County. Each program responds to a unique transportation need not otherwise currently met or met well within a prescribed service area.

The project study area consists of both urbanized and rural areas of Placer County. Attachment A depicts the jurisdiction of the WPCTSA.

WPCTSA currently collaborates with Seniors First, Inc. to provide the following two programs:

- **Health Express (Non-Emergency Medical Transportation):** WPCTSA currently contracts with MV Transportation to provide a non-emergency medical transportation service known as “Health Express.” WPCTSA currently contracts with Seniors First to provide daily program management for this service.
- **My Rides Program:** WPCTSA currently contracts with Seniors First to provide the My Rides Program. The My Rides Program is a countywide volunteer transportation service for eligible Placer County residents. Eligible individuals include seniors, persons with disabilities, and families with young children (defined as prenatal through age five), who are

unable to use conventional public transit services to and from medical-related appointments, public services, and essential needs destinations. The My Rides Program also provides a voucher for individuals who cannot otherwise afford the costs associated with an occasional and necessary trip to medical-related appointments.

The WPCTSA also purchases when available retired (surplus) dial-a-ride vehicles from Placer transit operators and sells these vehicles to local non-profit social service organizations for a nominal amount for use to transport elderly and/or disabled clients.

Further, the WPCTSA designated the City of Roseville as the lead agency to establish and operate the regional Transit Ambassador Program. The program educates new passengers in becoming familiar with western Placer County transit services and provides assistance to passengers at transit transfer points.

Through a separate MOU, the City of Roseville also operates the South Placer Transit Information Center (Call Center). The Call Center serves as a centralized "one stop" resource that provides alternative transportation information to the public and books demand-response trips for participating South Placer County transit operators and/or private/non-profit providers of transportation services.

Based on the currently adopted SRTP, the WPCTSA has either implemented or plans to implement the following programs:

- **Public Transit Demand Response WPCTSA Non-Emergency Medical Trip:** The approved policy requires that Health Express will provide non-emergency medical trips that extend beyond or are outside the service areas of the public dial-a-rides and more than $\frac{3}{4}$ mile from Auburn Transit routes. Non-emergency medical trips which are entirely within a public dial-a-ride service area or $\frac{3}{4}$ mile from an Auburn Transit route will be provided by that provider: Auburn Transit, Placer County Transit Dial-a-Ride or Roseville Dial-A-Ride. Health Express will only provide transportation within a public dial-a-ride service area when requested to do so by that provider. Examples of when this might occur are: (1) for medical reasons when a passenger requires a special level of service that a dial-a-ride has difficulty meeting; or (2) to avoid denying a non-emergency medical trip request for lack of capacity.
- **Bus Pass Subsidy Program:** WPCTSA in collaboration with Placer transit operators implemented the South Placer Bus Pass Subsidy Program, to help low income individuals access basic assistance and health care services on a short term basis using local public transit. Through this initiative, eligible social and human service and non-profit agencies can purchase, and be partially reimbursed for, transit day passes from any of the public transit operators serving western Placer County to distribute to low income clients.
- **Capital Non-Profit Vehicle Replacement Program:** This program would allow WPCTSA to purchase used, road-worthy surplus vehicles from local non-profit agencies.
- **Capital Bus Stop/Access/Community Enhancement:** WPCTSA would conduct a bus stop inventory on accessibility and prioritize support to specific bus stop or path-of-access improvements that will demonstrably benefit the target populations, using PTMISEA and TSSSDRA funds. This program was not implemented as described in the WPCTSA SRTP.

Bus stop improvements have occurred using PTMISEA and TSSSDRA funds allocated to jurisdictions by PCTPA. Further, WPCTSA used its PTMISEA and TSSSDRA allocations to fund bus stop and “gap closure” sidewalk improvements.

- **Capital NEMT Vehicle Tracking and Upgrade Program:** This program, administered by WPCTSA would enable the Call Center to use specialized software to locate Health Express vehicles and manage usage and capacity through the installation of tracking devices. This program has not been implemented due to lack of available capital funding.

PROJECT OBJECTIVES

PCTPA is seeking proposals from qualified transit consultants to update the adopted Short Range Transit Plan (SRTP) for the WPCTSA. The SRTP should be completed during fiscal year 2017/2018. The total consultant budget to prepare the SRTP is not to exceed **\$35,000**.

The objective is to develop a SRTP for WPCTSA that complies with applicable federal and state planning requirements, including the following:

- Document goals, objectives, and performance standards;
- Document compliance with federal Title VI and Americans with Disabilities Act requirements, Environmental Justice outreach and public participation;
- Recommend a seven year operating plan;
- Recommend a seven year capital improvement plan;
- Recommend a seven year operating and capital budget;
- Recommend a seven year funding plan; and
- Recommend a seven year implementation plan.

PROJECT SCOPE OF WORK

The scope of work for the SRTP is described below. The selected consultant will be expected to perform all technical and other analyses necessary to complete the scope of work.

TASK 1: Meetings, Coordination, Information Collection and Review

- Subtask 1.1: The consultant will conduct an initial scoping meeting with PCTPA to refine the scope of work.
- Subtask 1.2: The consultant will hold meetings with PCTPA as part of the initiation of each work task and as necessary during the development of the SRTP.
- Subtask 1.3: The consultant will review all pertinent information including existing conditions, the geographic and demographic makeup of the service area, the most recent Triennial Performance Audit, previous SRTP, unmet transit needs testimony/analysis, recently completed on-board survey and marketing survey data, Title VI Plan, GIS data and other pertinent planning documents related to the development of the SRTP. The consultant will also ride a selection of Health Express trips.

Please note: An existing conditions and demographics review memo will be prepared by the selected Fixed Route SRTP consultant. This memo will be shared with the consultant selected to prepare the WPCTSA SRTP for their use in this transit planning effort.

TASK 2: Analyze System Performance

- Subtask 2.1: Describe the existing system. Analyze trends for all services including past and current operating costs, ridership, trips, miles, hours, fare usage, farebox recovery, and available system capacity, including ADA, as applicable.
- Subtask 2.2: Identify both unproductive and productive services and demand periods for possible future service modifications and/or redesign in order to decrease operational costs and improve productivity.
- Subtask 2.3: Provide profiles of individual Health Express trip runs in order to analyze load factors and schedule adherence/on time performance.
- Subtask 2.4: Conduct peer group comparison with a similar CTSAs in the Sacramento region and elsewhere in California providing similar services.
- Subtask 2.5: Evaluate scope and effectiveness of the existing marketing and public information services.
- Subtask 2.6: Conduct a “robust” surveying effort of current ridership, non-riders (social media survey), and community stakeholders as a way to help focus future scarce transit funds on services and improvements to maximize ridership and efficiencies. Use of existing “real world” data sets is encouraged.

TASK 3: Update Goals, Objectives, and Standards

- Subtask 3.1: Review the existing goals, policies, objectives, and standards for WPCTSA. Consider the general role and direction of the WPCTSA over the next seven years. The goals, policies, objectives, and standards should reflect performance indicators required under the Transportation Development Act (TDA).
- Subtask 3.2: Analyze pertinent FTA planning emphasis areas for FY 2017/2018 and future years as identified in the Federal Fixing America's Surface Transportation Act and other federal agency transportation legislation related to seniors, individuals with disabilities, individuals of limited means, and children (prenatal to age five).

TASK 4: Public Participation

- Subtask 4.1: Outline the approach for comprehensive public participation and input (transit riders, operator drivers, the general public, seniors, persons with disabilities, social service oriented organizations, business groups and employers, etc.) that would include public workshops, meeting materials, social media campaign, use of virtual open houses and crowdsourced input. The public outreach approach should reflect each operator’s Public

Participation Plan, including Limited English Proficiency requirements (per each operator's Title VI Plan).

Subtask 4.2: Facilitate up to three public workshops to provide public input prior to and after development of transit alternatives. This task could occur in conjunction with PCTPA's annual unmet transit needs process, which would occur during the fall of 2017, and/or in conjunction with SRTP workshops conducted for the fixed route transit operators. WPCTSA is available to assist with providing locations, scheduling, and facilitating.

Subtask 4.2: Facilitate stakeholder group participation and input prior to and after development of transit alternatives.

TASK 5: Develop Funding Projections

Subtask 5.1: Identify all existing sources and amounts of operating and capital assistance available to WPCTSA for transit purposes.

Subtask 5.2: Develop a seven year financial assessment and projections of each source of funding available to WPCTSA for transit purposes; including an analysis of any restrictions regarding use of funds for operating and capital purposes. This should include assumptions regarding projected future farebox recovery ratios.

Subtask 5.3: Compare the existing fare structure to similar CTSA's in the Sacramento region and elsewhere in California and determine the relative financial, operational and equity impacts of any resulting fare change recommendations.

Subtask 5.4: Identify and evaluate alternative funding sources.

Subtask 5.5: Review current service contract arrangements and make recommendations to improve the efficiency and equity of these arrangements.

Subtask 5.6: Review current maintenance arrangements for fixed assets using accepted industry key performance indicators and costs, and make recommendations to improve efficiency in these arrangements.

TASK 6: Develop Transit Service Alternatives

Subtask 6.1: Develop programmatic and operational transit service alternatives including service to unserved areas and modified span of service to address unmet needs and anticipated demand during the seven year planning horizon, and use of Transportation Network Companies as an alternative service delivery. Consideration of how the service would work within the context of the overall countywide transit system should be emphasized.

- Subtask 6.2: Analyze special issues such as, service coverage (newly developing and underserved areas); appropriate transit operator and/or service delivery; unfilled service requests; span of service changes; fleet replacement and expansion; operating and facility security needs; and operating technology needs.
- Subtask 6.3: Assess ADA requirements for each alternative.
- Subtask 6.4: Estimate transit demand and system performance effectiveness, including farebox recovery of each alternative.
- Subtask 6.5: Estimate operating hours, vehicle requirements, driver requirements, and operating costs for each alternative.
- Subtask 6.6: Estimate the capital improvement needs for each alternative, including fleet (number, size, type and mix of vehicles), facility and asset needs (administration, maintenance, and other functional areas).
- Subtask 6.7: Assess the organizational/institutional arrangements between transit system operators and WPCTSA for each alternative, as appropriate.
- Subtask 6.8: Assess the financial feasibility for each alternative.
- Subtask 6.9: Assess the feasibility, i.e., advantages and disadvantages of implementing each alternative.

TASK 7: Develop an Implementation Plan

- Subtask 7.1: Present alternatives to PCTPA with the intent of receiving input to develop a preferred fiscally constrained alternative.
- Subtask 7.2: Based on input from PCTPA, develop a detailed and coordinated recommended fiscally constrained alternative in the form of a seven year operating plan and capital program. The planning effort should also include any secondary fiscally unconstrained recommendations within the horizon period.
- Subtask 7.3: Refine the implementation plan based on recommendations received from PCTPA's TOWG, its advisory committees, and the PCTPA Board of Directors.

TASK 8: Report Preparation

- Subtask 8.1: Provide PCTPA staff with monthly progress reports.
- Subtask 8.2: Provide individual task memos for review by PCTPA.
- Subtask 8.3: Provide survey results report for review by PCTPA.

Subtask 8.4: Provide individual preliminary SRTP reports for review by PCTPA staff.

Subtask 8.5: Provide individual draft SRTP reports for review by PCTPA staff.

Subtask 8.6: Prepare individual final SRTP including executive summary.

REQUIRED DELIVERABLES

The following project deliverables are required under the contract:

- Monthly progress reports detailing work on the SRTP.
- One (1) reproducible and electronic copy of each task memo.
- One (1) reproducible and electronic copy of the preliminary draft SRTP.
- One (1) reproducible and electronic copy of the draft SRTP.
- Fifteen (15) bound copies, and one reproducible copy and electronic version of the final SRTP.

INQUIRIES

Questions concerning this RFP should be directed as noted below. Questions will be responded to collectively and made available to all interested proposers via the PCTPA website. All questions must be submitted via email no later than 4:00 PM on **Friday, July 14, 2017**. Responses to questions or addenda to the original RFP will be posted on the PCTPA website by 4:00 PM on Friday, July 21, 2017.

Direct all inquiries to:

David M. Melko, Senior Transportation Planner
Placer County Transportation Planning Agency
299 Nevada Street
Auburn, California 95603
Phone: (530) 823-4090
Email: dmelko@pctpa.net
Web: www.pctpa.net

PROPOSAL SUBMISSION REQUIREMENTS

Proposers must submit five (5) copies and one (1) electronic copy of their technical and cost proposal. Proposals should be concise and to the point. The technical and cost proposal shall be sealed in an envelope, marked “Technical and Cost Proposal for WPCTSA Short Range Transit Plan.” The envelope must be marked clearly with the proposer’s name (including contact person), address, and telephone number.

Proposals should be addressed to PCTPA if delivered by mail or courier, and must be received by PCTPA no later than **4:00 PM Friday, August 4, 2017**. PCTPA will not accept proposals after that time or date, and will return unopened any proposals that are received late.

The format of the proposal should include the elements described below

- **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.

- **Project Understanding.** The Proposer should demonstrate an adequate understanding of the project, the consultant's role versus that of PCTPA and the WPCTSA.
- **Technical Approach.**
 - Problem: A statement of the problem or issues as the Proposer understands it.
 - Project Objectives: An outline of the objectives the Proposer feels will constitute an effective solution to the problem or issues.
 - Key Factors: A description of the factors or issues that the Proposer feels must be resolved in order to properly address the issue, or which would otherwise influence the course of the project.
 - Approach: A description of the managerial and technical approach the successful Proposer will follow.
- **Work Plan and Project Schedule.** Outline a detailed description of all project tasks to be undertaken, including estimation of resource time that may be needed to complete each identifiable task. An identifiable end result should be specified. For each task, outline the time frame by month or appropriate interval in which the task will be completed.
- **Cost Proposal.** In addition to a technical approach, the Proposer shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall itemize all items that will be charged to this project within the fixed price limit stipulated by budgetary and contractual constraints. These costs may include salaries and wages, travel, materials, supplies, subcontracts, and overhead. Costs shall be segregated to show hours for each staff person, rates, and classifications, and administrative overhead. Costs for each milestone or deliverable shall also be provided. **Cost proposals shall be submitted in a separate sealed envelope.** If subcontractors are to be used, the prospective contractor must indicate any markup that the prospective contractor plans to take on subcontracts. The same breakdown of subcontract costs shall be provided as is required for contractor costs above. Failure to provide detailed cost breakdowns will be cause for rejection of the proposal.
- **Personnel.** The proposal must provide an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet the PCTPA's requirements. The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in man-hours, which will be contributed by each professional, during each phase or task making up the project. If a subcontractor will be used, the Proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professionals in the above-described matrix.
- **Consultant Qualifications and References.** The proposal must describe the nature and outcome of projects previously conducted by the consultant, which are related to the work

described within this RFP. Descriptions should include a client contact name, address, phone number, a description of the type of work performed, approximate date on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant’s work on closely related projects should be submitted with the proposal.

- **Corporate Information.** Describe the company’s general background in similar studies, primary areas of expertise in which it markets its services, the staff and facilities it can use if needed, and other information to be considered in establishing the Proposer’s capabilities.
- **Other Information.** If the Proposer wishes to provide information not specifically provided for in any other section, include that information in this section.

PROJECT BUDGET AND ALLOWABLE COSTS

The total consultant budget to prepare the WPCTSA SRTP is not to exceed **\$35,000**. Funding for the SRTP will be provided by WPCTSA pass through to PCTPA.

PROJECT PAYMENT SCHEDULE

The consultant will be paid based on work actually performed during the preceding month. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 10th day of the following month. The PCTPA will withhold ten percent (10%) of the payments due until the successful completion of the project and the delivery and acceptance of all final products.

SELECTION PROCEDURE

An evaluation committee consisting of PCTPA, transit operator staff and stakeholders will review each proposal for completeness and ranked using the following criteria and relative weights:

Evaluation Criteria	Rating Points
Project understanding and approach to scope of work	30
Technical and management approach of consulting firm	20
Qualifications with studies of similar type and size	20
References	15
Project delivery time and staff availability	10
Value provided for proposed fee	5
Total	100

PCTPA 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.

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

- July 3, 2017 Issue RFP
- August 4, 2017 Proposals due
- Week of August 14 Oral interviews (**if needed**)
- August 23 (or September 27) , 2017 PCTPA Board Consultant Selection and Award; and Letters to Consultants not selected
- August 23 (or September 27) , 2017 Notice to Proceed; begin project work; offer to de-brief consultants not selected

MASTER AGREEMENT

The selected consultant 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 B for a sample Master Agreement. Work shall be initiated 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.

APPENDIX A: RECENT TRANSIT PLANNING EFFORTS

Summarized below are PCTPA's transit planning efforts completed or currently underway since the last update of the SRTPs.

Short Range Transit Plans

PCTPA completed updates to the Short Range Transit Plans for each of the transit operators in western Placer County in 2011. Two consulting firms were hired to prepare all of the plans, and the operators worked together to coordinate plans for service changes and expansion in order to complement each other's planning efforts. The result was a blueprint for each transit operator's service and capital needs identified through 2018.

Since this last update all of the transit operators have made changes to their services, including increases in service area, frequency and span of hours. Because the majority of the data contained in each SRTP has become dated the Plans for Auburn Transit, Placer County Transit, Roseville Transit, and the Western Placer Consolidated Transportation Services Agency (WPCTSA) will be updated in FY 2017/2018.

TDA Triennial Transit Operator Performance Audits

Performance audits, covering fiscal years 2012/2013 through 2014/2015, for Auburn Transit, Lincoln Transit, Roseville Transit, Placer County Transit, and WPCTSA were completed and accepted by the PCTPA Board of Directors in September and October 2016.

Annual TDA Unmet Transit Needs Process

A number of issues come up during the course of the annual TDA unmet transit needs process that should be addressed in the context of the SRTP updates. The list below summarizes the more prominent themes from the 2016/2017 review:

- Later service hours in Lincoln, Roseville, and on Placer County Transit.
- Sunday fixed route service in Lincoln, Roseville, and on Placer County Transit.
- Sunday dial-a-ride service in Lincoln, Rocklin, and on Placer County Transit.
- Challenges with scheduling dial-a-ride trips.
- New commuter bus destinations in the Sacramento area.

Long Range Transit Plan

In coordination with the agency's Transit Operators Working Group (TOWG), PCTPA completed in 2007 a Long Range Transit Master Plan for South Placer County. The Transit Master Plan presented a series of scenarios for possible future service levels, capital needs, technology options, financing and organization within the county. The Plan examined the issues inherent in coordinating transit service delivery among the five existing transit operators. The Transit Master Plan also outlined recommendations in a variety of areas to assist Placer County in managing and planning transit services as the area grows.

Specific elements examined during the master planning process were:

- Long-range service plan;
- Vehicle maintenance needs and arrangements;
- Capital needs and options (vehicles and facilities);
- Technology upgrade/modernization issues and options;
- Costs and funding options; and

- Management and governance (“institutional”) arrangements.

Master Plan recommendations were based on three long-range scenarios:

- **Scenario 1 (Funding Constrained Service Level)** – Base line service, assumptions include a 140 percent increase in transit vehicle miles and vehicle hours based on population growth, with funding coming from existing sources only;
- **Scenario 2 (Transition Service Level)** – Transition level of service from rural to urban service, and includes a 190 percent increase in transit vehicle-miles and vehicle-hours, with higher service levels targeted in fast-developing areas in the County; and
- **Scenario 3 (Urban Service Level)** – Transition to a full urban function for the transit services in the county, resulting in a 320 percent increase in transit vehicle miles and vehicle hours.

Based on PCTPA Board of Directors direction, Scenario 2 is to be used for planning and policy purposes for development of future transit services in Placer County through the year 2035, with a specific focus on coordination opportunities in light of anticipated land use and demographic changes occurring within the County.

South Placer Dial-a-Ride Study

The South Placer Regional Dial-a-Ride Study was completed in 2007. Two of the Study’s notable recommendations included creating a new Consolidated Transportation Services Agency – the WPCTSA was formed in 2008; and creating a centralized Call Center – the South Placer Transit Information Center began operation by Roseville Transit in 2011.

South Placer County Bus Rapid Transit Service Plan

The South Placer County Bus Rapid Transit Service Plan portrays a long-range vision for BRT services within Placer County and describes a potential phasing plan to incrementally implement and upgrade BRT services as development occurs.

The route structure includes the three primary BRT routes, with secondary options. These routes are summarized in below. Modifications to the routes will be developed at the time of implementation based on the results of future land use development and more specific feasibility assessment.

Route 1-A (primary)	CSU Placer – Hewlett–Packard Campus – Corporate Center – Galleria – Watt/I-80 Light Rail Station via Sunset Blvd, Foothills Blvd, Blue Oaks, CA-65, Roseville Parkway, I-80. Option: Extension to City of Lincoln
Route 2-A (primary)	CSU Placer – West Roseville Town Center – Placer Vineyards Center – Watt/I-80 LRT Station via Fiddymont Rd, Pleasant Grove Rd, Watt Ave. Option: Extension to City of Lincoln
Route 3-A (primary)	Galleria – Taylor – Hazel LRT Station – Sunrise LRT Station via Roseville Parkway, Sierra College Blvd, Hazel Ave, Folsom Blvd

The Service Plan included an examination of ridership estimates for BRT service; capital needs and technology opportunities for deployment of the system; an implementation phasing strategy;

institutional models to manage the service; and a financial plan to establish capital and operating costs and to identify potential funding sources.

Public Transit and Human Services Transportation Coordinated Plan

As required under SAFTEA-LU, SACOG developed a regional Coordinated Plan, which included Placer County. The Plan was adopted in 2007 and has been periodically updated. The Plan offers an overview of transit services available; where there are gaps in services; and includes potential solutions to close those service gaps. With the Coordinated Plan in place, federal funds specifically directed toward services to lower income persons, seniors, and persons with disabilities are available to Placer County transit operators. The types of services provided with these funds are derived from the SACOG Coordinated Plan.

Connect Card

SACOG is working with the region's transit operators to implement the Connect Card. The Connect Card is a program to implement a regional, contact-less electronic transit fare system (or smart card) that will allow for seamless transfers between transit systems and increase transit ridership. Seamless transfers between systems has been an annual request by passengers through the unmet transit needs process in Placer and Sacramento counties. PCT and Roseville Transit are the participating transit operators in Placer County. The Connect Card is currently in a soft roll out phase and is expected to be fully operational by the summer of 2017.

Transit Asset Management System

In mid-2016, FTA issued its final rule requiring public transportation providers to develop and implement transit asset management (TAM) Plans. Recipients of FTA funding that are identified as a transit operator providing public fixed route transportation service are required to prepare TAM Plans. TAM Plans must include an asset inventory, condition assessments of inventoried assets, set performance targets, and a prioritized list of investments to improve the state of good repair of their capital assets. The plan horizon is a four year period and updates are to occur every four years. Initial TAM Plans are to be completed January 2018.

Transit Consolidation/Coordination

As a result of a 2009 Board transit workshop, potential operational improvements and/or cost savings that could result from consolidating the various transit operations in Placer County was investigated by PCTPA staff. A key driver behind a potential consolidation effort had been State funding cuts for local transportation, including the elimination of the State Transit Assistance program and proposed diversions of local gas tax and Proposition 42 funds.

Consensus emerged behind several recommendations:

- Transit consolidation efforts are premature. Focus should first be on improved coordination of existing transit services.
- Specific areas of coordination that should be pursued are:
 - Improved/streamlined transfers between operators;
 - Coordination of schedules;
 - Elimination of service duplications;
 - Uniform fare card or other way of paying that will work on all transit services; and
 - Implementation of a call center as a single phone number/point of contact for the public to get transit information, schedules, and dial-a-ride reservations.

- The Transit Operators Working Group was charged with moving the coordination effort forward.

Lincoln Transit Service Integration Analysis

In 2012, PCTPA prepared a white paper for the City of Lincoln to evaluate transit service delivery options focused to address Lincoln Transit’s core issues of fare recovery, productivity and cost effectiveness. The white paper concluded that the City of Lincoln should contract its transit services with Placer County. Subsequently in 2015, the City of Lincoln with PCT participation, conducted a route analysis of Lincoln Transit. The analysis resulted in a recommended fixed route service routing and scheduling plan as part of the PCT system. PCT began operation of the City’s dial-a-ride and fixed route service in mid-2015.

Transit Operator Working Group (TOWG)

PCTPA sponsors the countywide Transit Operators Working Group (TOWG), which meets every month or on an as needed basis. Through the TOWG, all of Placer County’s transit operators work together to coordinate services, planning, marketing, and the implementation of a variety of capital projects. The members also provide valuable input on annual fiscal audits and triennial performance audits.

Placer County Rural Transit Study

PCTPA conducted a study regarding potential improvements in public transit services in eight rural unincorporated communities in Western Placer County, which have limited or no public transit service. The objective of the study was to determine the feasibility of expanding public transit in the study areas so that PCTPA can respond properly to unmet transit need requests. An extensive list of service alternatives was developed, based upon stakeholder input, prior unmet transit needs findings, a community survey, Municipal Advisory Committee (MAC) meetings in each of the study areas and PCTPA Board input. The following strategies to improve mobility for rural residents of western Placer County are based on documented needs for transit service and meet recommended rural performance standards:

- Combined Sheridan/SR 193 Corridor lifeline service 1 day per week;
- Foresthill lifeline service 1 day per week;
- Alta/Colfax – modify commuter schedule and add a third mid-day run;
- Roseville Transit operates Granite Bay dial-a-ride;
- Detailed service review in the Auburn region;
- Expand PCT vanpool budget to meet rural commuter needs; and
- Adjust PCT farebox ratio.

Rocklin Community Transit Study

PCTPA conducted a study regarding potential improvements in public transit services in Rocklin, California. The objective of the study was to determine if there is a need to modify existing Placer County Transit services or to establish new routes or services to better serve Rocklin residents. Additionally, the adopted Short Range Transit Plan for Placer County Transit recommended a more detailed study of transit needs in the City of Rocklin and therefore did not identify specific recommendations for new service. A variety of transit alternatives were reviewed. The recommended strategies are intended to provide guidance for the City of Rocklin, PCTPA and PCT for implementation of transit improvements and evaluation of unmet transit needs. The recommendations are not meant to commit or constrain decision makers in the








development of future services, budgets and establishment of policies. The alternatives analysis demonstrated that serving Rocklin Crossings/Commons will meet many transit needs identified through the public input process as well as boost overall ridership and farebox ratio with relatively low marginal operating costs. Recommended strategies are as follows:

- Lincoln – Sierra College Route – realign the route along Granite Drive to serve new shopping centers;
- Taylor Road Shuttle - add bus stops at the new shopping centers to the existing route in both directions;
- Implement bus stop capital improvements; and
- Implement service improvements according to recommended phasing plan.

ATTACHMENT A: WPCTSA JURISDICTION MAP



Legend

	CTSA Service Area		Highways
	TRPA Jurisdiction		Major Roads
	Cities		Lakes
	County Boundary		

Western Placer CTSA Service Area



ATTACHMENT B: SAMPLE PCTPA MASTER AGREEMENT

**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 _____, 20__, at Auburn, 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 1770. 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 _____, 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 in the locale and at the time said work is performed.

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 pay 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. Contractor and subcontractors' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Contractor's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Contractor and approved by PCTPA to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by PCTPA at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs. Any costs for which payment has been made to the Contractor that are determined by subsequent audit 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. PCTPA shall pay the Contractor 90 percent (90%) of the amount invoiced until the "Letter of Task Agreement" is completed to PCTPA's satisfaction, as required by the terms of the Letter of Task Agreement. Following final product acceptance by PCTPA, the final 10 percent (10%) of the contract amount will be released upon Contractor requisition for final contract payment.
- d. Contractor shall establish and maintain separate account records for the fiscal activities of each Letter of Task Agreement. 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 subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
 - c. 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 thirty (30) calendar 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. Contractor shall be provided the opportunity by PCTPA to remedy or cure the failure in a reasonable amount of time.

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 by 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	\$3,000,000 per claim; \$3,000,000 in aggregate.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions over \$100,000 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 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 included as additional insureds, but only insofar as the operations under this Agreement are concerned.”

- e. Copies of Policies: Upon request by PCTPA, Consultant shall immediately furnish a complete copy of any policy required hereunder, including endorsements, applicable to coverage under this agreement, for review by PCTPA at Consultant’s corporate headquarters subject to a signed non-disclosure agreement.
- 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 state, State Auditor, 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.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7;

Contractor, subconsultants, and PCTPA shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, PCTPA, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Contractor that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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, from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities arising out of or in any way connected with the performance of this Agreement and arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall pay all costs and expenses that may be incurred by Agency in enforcing this indemnity, including reasonable attorneys' fees. The parties further agree that PCTPA will reimburse Contractor for that portion of the reasonable costs incurred by the Contractor in the defense of PCTPA which is attributable to PCTPA's active negligence, recklessness, or willful misconduct, as determined through settlement, arbitration, or litigation. 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. Any reuse of the documents prepared by Contractor under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability or legal exposure to the Contractor.

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]

[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.

42. Disadvantaged Business Enterprise (DBE) Participation.

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT)

Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, 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. In any event, Contractor shall complete the DBE Information Form attached to this Agreement as Exhibit “B” so that PCTPA may compile statistics for federal reporting purposes.

a. Non-Discrimination: The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as Agency deems appropriate.

b. Prompt Payments to DBE and Non-DBE Subcontractors:

(1) A prime Contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

(2) The Agency shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime Contractor based on these acceptances. The prime Contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the Agency’s prior written approval. Any violation of these provisions shall subject the violating Contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the Contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

c. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to PCTPA.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

(1) Contractor shall not terminate a listed DBE subcontractor unless Contractor has received prior written authorization from PCTPA's Project Manager. PCTPA’s

Project Manager will authorize termination only if the Project Manager determines that Contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

(2) Prior to requesting PCTPA's authorization to terminate and/or substitute a DBE subcontractor, Contractor shall give notice in writing to the DBE subcontractor, with a copy to PCTPA, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why PCTPA should not approve the Contractor's action. PCTPA may, in instances of public necessity, approve a response period shorter than five days.

(3) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.

e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of PCTPA written documentation indicating the DBE's existing certification status.

f. Noncompliance by Contractor: Contractor's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as PCTPA may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

43. 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 commissions of any of the offenses enumerated in paragraph "b" above.
- 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.
- e. Contractor shall complete the Debarment Certification Form, attached hereto as Exhibit C.

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

44. Non-lobbying Certification for Federal-Aid Contracts.

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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. 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.

The Contractor also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

45. Equipment Purchase.

Any equipment purchased as a result of this contract is subject to the following: "Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, PCTPA shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Contractor may either keep the equipment and credit PCTPA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale and credit PCTPA in an amount equal to the sales price. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

47. Rebates, Kickbacks, or Other Unlawful Consideration.

Contractor warrants that this contract was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any PCTPA employee. For breach or violation of this warranty, PCTPA shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

(CONSULTANT NAME)
CONSULTING SERVICES
MASTER AGREEMENT

Placer County Transportation Planning Agency

(CONSULTANT NAME)

Celia McAdam
Executive Director

(NAME)
(TITLE)

Date: _____

Date: _____

Enclosures

Exhibit A: Levine Act Disclosure Statement

(CONSULTANT NAME)
CONSULTING SERVICES
MASTER AGREEMENT

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:

Brian Baker	Bridget Powers
Tony Hesch	Susan Rohan
Jim Holmes	Ken Broadway
Stan Nader	Kirk Uhler
	Ron Treabess

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)

(CONSULTANT NAME)
CONSULTING SERVICES
MASTER AGREEMENT