

REQUEST FOR PROPOSAL FOR CONSULTING SERVICES

PLACER COUNTY EVACUATION AND TRANSPORTATION RESILIENCY PLAN

The Placer County Transportation Planning Agency (PCTPA) is seeking proposals to prepare a countywide Evacuation and Transportation Resiliency Plan (ETRP) for Placer County. This Request for Proposal (RFP) describes the project, outlines proposal requirements, lists the criteria that will be used to evaluate proposals, and details the selection schedule.

Five (5) hard copies and one (1) digital copy on a USB drive of your proposal should be submitted to:

Placer County Transportation Planning Agency Attn: David Melko, Principal Transportation Planner 2260 Douglas Blvd, Suite 130, Roseville, CA 95661

No later than 4:00 p.m. Pacific Standard Time (PST) on March 7, 2025

This deadline is firm. Late, emailed, or faxed proposals will not be accepted. After initial scoring, a shortlist of proposers may be invited for interviews scheduled for April 2, 2025.

If you intend to propose on this project, please email David Melko at <u>dmelko@pctpa.net</u> with **"Placer County Evacuation and Transportation Resiliency Plan (ETRP) Prospective Bidder"** in the subject line to be added to our contact list for any communications or addendums.

Questions are due to PCTPA by February 14, 2025, at 4:00 p.m. They should be addressed in writing to David Melko at <u>dmelko@pctpa.net</u>. No other questions will be accepted following this deadline. The answers to submitted questions will be posted on PCTPA's website at <u>https://www.pctpa.net/rfp-rfq</u> no later than February 21, 2025, at 5:00 p.m.

REQUEST FOR PROPOSAL

PLACER COUNTY EVACUATION AND TRANSPORTATION RESILIENCY PLAN

Qualified firms are invited to submit a proposal to provide services to complete an Evacuation and Transportation Resiliency Plan (ETRP) for Placer County. Consultant procurement will be consistent with state requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering Consultants, and the approved grant awarded to the Placer County Transportation Planning Agency (PCTPA) by the California Department of Transportation (Caltrans).

1.0 AGENCY OVERVIEW

PCTPA is the Regional Transportation Planning Agency (RTPA) for Placer County's western slope (excluding the Tahoe Basin). Placer County spans from the Sacramento suburbs to the crest of the Sierra Nevada Mountains and the Nevada State Line. PCTPA also serves as the Congestion Management Agency (CMA), Airport Land Use Commission (ALUC), and Local Transportation Sales Tax Authority. The agency also staffs the South Placer Regional Transportation Authority (SPRTA), and the Western Placer Consolidated Transportation Services Agency (WPCTSA). It is governed by a nine-member Board of Directors that consists of an elected official from each of Placer's six incorporated cities/town, two County Supervisors, and one citizen representative.

2.0 PROJECT SUMMARY AND NEED FOR STUDY

As one of the fastest-growing counties in the state, Placer County recognizes the need to develop and implement strategies to adapt so that its communities and economy can continue to grow, develop, and redevelop amid the ongoing effects of climate change that will increase the risks from several hazards in the coming decades.

Need for Study

Recent impacts of climate change have caused disaster events in Placer County to occur more frequently and more intensely. This has already been seen with more severe and expansive wildfires and frequent days of extreme heat. Summarized below is a discussion of recent climate related disaster events that occurred in Placer County.

Wildfires have continued to increase in frequency, size, and impact across California, with over half of the State's twenty largest and most destructive wildfires occurring in the last ten years. Historically, an average of approximately 2,500 acres of Placer County burns each year. According to Placer County's Vulnerability Assessment, this average is expected to increase to approximately 3,100 acres burned each year between 2040 and 2060, and approximately 3,800 acres burned annually from 2070 to 2099. According to CAL FIRE, in 201940 communities in Placer County were Communities at Risk for Wildfire. In 2021, the River Fire burned 2,619 acres in the Colfax area in Placer and Nevada Counties. Approximately 2,400 residents in Placer County were under mandatory evacuation orders, including the entire town of Colfax. The Mosquito Fire burned 76,788 acres, becoming California's largest fire in 2022. Over 6,000 residents were evacuated in Michigan Bluff, Foresthill, and Todd Valley communities, stressing the transportation system that supports evacuation where Foresthill Road is one of the only routes in and out of the area. Additional degradation occurred to local roads, including landslides, during subsequent unprecedented winter heavy rains and snow in 2022-23, an example of a cascading extreme event.

Portions of Placer County are also at risk of flooding because of the high annual rainfall and the number of watercourses that traverse the County. Road and bridge closures because of flooding can cause significant congestion and out-of-direction travel. 2016-17 broke the record as the wettest event recorded in the northern Sierra Nevada Mountains. The Central Sierra Snow Lab recorded 2023 as the second snowiest season on record with 677 inches, resulting in a Winter Storms Major Disaster Declaration. Heavy winter snowfall isolates both rural communities and causes significant disruption on I-80, a critical freight chain supply route. During the winter of 2022-23, I-80 was frequently shut down due to heavy snow and whiteout conditions, bringing travelers and trucks to a standstill with few to no alternate routes. Caltrans has previously estimated that \$4.7 million dollars of goods travel every hour on I-80 through Placer County. The future reliability of I-80 depends on continued planning and investment to make it (and other roads countywide) more resilient to climate disasters.

On the other end of the spectrum, California's warmest years on record occurred in 2014-16 and 2019-20. Extreme heat emergencies put local energy infrastructure at risk. It can cause a decrease in the efficiency and reliability of power plants and substations and decrease the capacity of transmission lines, while spurring an increase in electricity demand. Vulnerable populations, including the elderly, the young, individuals with disabilities, those with medical needs, and the homeless are most susceptible to the impacts of energy shortages and public safety power shutoffs. Placer County's Vulnerability Assessment estimates that extreme heat days are expected to rise from a historical average of four annually to between 22 and 32 days by the middle of the 21st century to potentially between 33 and 62 days by the end of the century, depending on location.

Project Summary

In July 2024, PCTPA was awarded a State Climate Adaptation Program planning grant from Caltrans to develop a countywide Evacuation and Transportation Resiliency Plan for Placer County. Matching funds were provided by Placer County Office of Emergency Services (OES) as the grant sub-applicant.

To address Placer County's growing climate vulnerability, the Placer County Evacuation and Transportation Resiliency Plan (ETRP) will analyze the county's multimodal transportation system and assess constraints hindering evacuation under a range of extreme events including areas within high fire severity zones, state responsibility areas, and other areas prone to disasters such as extreme heat/poor air quality, heavy precipitation/flooding/landslides, extreme snow, and public safety power shutoffs. This planning effort will improve our understanding of capacity, safety, and viability issues under a range of emergency scenarios. As California transitions to zero-emission vehicles, this plan will help Placer County better understand how this will affect disaster response and evacuation procedures. This plan will also help Placer County meet the requirements of AB 747 as well as that of AB 1409 by identifying evacuation locations and potential sites for Resilience Hubs.

The study would be of regional significance by aiding in the implementation of adaptation strategies and projects found within the County's Sustainability Plan, cities Climate Action Plans, and Local Hazard Mitigation Plans, as well as by identifying various constraints and assumptions that could be used during the preparation of emergency evacuation plans. Placer County's General Plan Safety Element also identifies several single-access roadways and bridges serving as crucial evacuation routes. The Placer County is in the early stages of updating its General Plan, and the Office of Emergency Services is in the initial stages of updating the County's Local Hazard Mitigation Plan and Community Wildfire Protection Plan. The results of those planning efforts will inform the ETRP, and vice versa.

Objectives of the Placer County Evacuation and Transportation Resiliency Plan include:

- **Identifying Vulnerabilities:** Assess and identify areas vulnerable to hazards such as wildfires, floods, or other emergencies, requiring evacuation and infrastructure resiliency.
- **Collaboration with Agencies:** Bring together transportation and emergency response stakeholders to form a Project Development Team. Foster collaboration among local, regional, and state agencies, tribes, non-profit organizations, and the private sector, to streamline evacuation efforts.
- **Public Awareness and Education:** Conduct comprehensive community engagement, especially targeting underserved communities and isolated rural areas most affected by extreme climate events.
- **Special Needs Considerations:** Identify transportation infrastructure serving populations most vulnerable to extreme climate events. Enhance emergency evacuation plans to ensure safe and timely evacuation for vulnerable populations such as the elderly, the young, individuals with disabilities, those with medical needs, and the homeless.
- **Technological Solutions**: Explore and implement technological solutions, such as GIS mapping, traffic management systems, or mobile apps, to enhance evacuation planning and execution.
- **Project Identification:** Identify and prioritize transportation projects and strategies to facilitate the quick and orderly evacuation of communities as needed.
- **Resiliency Hubs and Facilities:** Identify and prioritize sites for resilience hubs, incorporating microgrid power stations and EV charging stations to assist during emergency evacuations and Public Safety Power Shutoff (PSPS) events.
- **Climate Mitigations and Evacuations**: Analyze the impact of zero-emission vehicles on transportation systems during disasters, including fire and flood scenarios, and evaluate the feasibility of evacuation during disasters as the percentage of zero-emissions vehicles increases.
- **Resilient Community:** Create a safer, more sustainable, and resilient transportation system in Placer County.

Project Stakeholders

The project will be led by PCTPA and Placer County OES. PCTPA and Placer County OES and the consulting firm/team will form a Project Development Team (PDT) consisting of the following referenced entities:

- California Highway Patrol
- Placer County Sheriff's Office
- Placer County Fire Department
- Placer County Flood Control District
- Placer County Public Works, Planning
- Placer County Transit
- Placer County Regional Forest Health
- Tahoe Truckee Area Regional Transportation

- City of Auburn Public Works, Planning, Airport, Police, and Fire
- City of Colfax Public Works, Planning
- City of Lincoln Public Works, Planning, Airport, Police, and Fire
- Town of Loomis Public Works, Planning
- City of Rocklin Public Works, Planning, Police, and Fire
- City of Roseville Public Works, Alternative Transportation, Planning, Police, and Fire
- Personnel from the eleven fire districts currently serving unincorporated Placer County and the Town of Loomis
- Caltrans District 3
- CAL FIRE Nevada Yuba Placer Unit (NEU)
- U.S. Forest Service
- Placer County Air Pollution Control District
- Placer County Office of Education
- School Districts
- Pacific Gas and Electric (PG&E)
- Pioneer Community Energy
- Liberty Utilities
- Roseville Electric
- Water Districts
- Union Pacific Railroad
- Nevada County Public Works, Planning, Airport, Sheriff, and Fire
- Town of Truckee Public Works, Planning, Police, and Fire
- Truckee Tahoe Airport District
- Truckee North Tahoe Transportation Management Association
- Sacramento Area Council of Governments (SACOG)
- Tahoe Regional Planning Agency (TRPA)
- Fire Safe Councils
- Fire Safe Alliance
- Hospitals
- Tourism and Visitors Bureaus
- Community Based and Environmental Organizations
- United Auburn Indian Community
- Colfax-Todds Valley Consolidated Tribe

The PDT will facilitate agency coordination and partnership on ETRP planning issues, provide a sounding board for the project team, and provide a forum for agency guidance on technical and geographic issues, including any inter-agency and inter-jurisdictional coordination. Each agency brings its specific infrastructure, transportation, utility, emergency services, and land use planning experience and expertise to the planning effort's technical development. PDT members are local experts who bring invaluable assets to this planning effort and will be relied upon to provide their unique perspectives on ETRP planning issues.

The PDT will meet about every two to three months throughout the ETRP planning process. Focused groups will be used to address specific critical issues and will meet on a more frequent basis than the PDT.

3.0 SERVICES REQUESTED

PCTPA intends to retain a qualified consulting firm/team to develop the countywide Evacuation and Transportation Resiliency Plan (ETRP) for Placer County. Attachment A depicts the project study area. The requested scope of work is included as Attachment B. Attachment C provides Placer County General Plan Safety Element maps. Attachment D depicts existing condition photos. Supporting Disadvantaged Community (DAC) data is included as Attachment E. Relevant SACOG MTP/SCS and PCTPA RTP goals are included as Attachment F.

Consultants should ensure that adequate time for extensive coordination and review is built into their project scope, schedule, and budget. Note that per Caltrans guidelines, tasks solely for Project Management <u>are not</u> allowed. Hours for these activities should be spread amongst each task.

4.0 PROPOSAL FORMAT AND REQUIREMENTS

Please prepare the proposal in accordance with the following requirements. A concise, complete, and readable proposal is expected. Elaborate and/or lengthy submittals are not desired. The maximum length of the proposal is 25 pages total (not including appendices, which may include resumes and project references).

4.1 Transmittal Letter. The proposal shall be transmitted with a cover letter (one-two pages) describing the team's interest and commitment to the proposed project. The letter shall also state the team's ability to comply with contract provisions as outlined in PCTPA's sample Master Agreement, included as Attachment G.

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

4.2 Project Understanding. The proposal should demonstrate the team's understanding of the project, the Consultant's role, including coordination with and approvals from PCTPA, member agencies, Placer County OES, emergency responders serving Placer County, Caltrans, and other interested individuals and stakeholder organizations.

4.3 Approach, Project Management Plan, and Staffing Plan. This section shall provide the team's proposed approach, project management, and staffing plan for providing the requested services. The project manager and key team members must be identified on an organization chart. The organization chart should show the relationships and responsibilities of the Consultant team and PCTPA. The project manager and key team members are expected to be committed for the duration of the project. Replacement of the project manager and key team members and key team members will not be permitted without prior consultation and approval of PCTPA. Provide resumes and references of related project work for the project manager and key team members in an appendix. A staffing plan and an estimate of total hours detailed by month, task and major subtask are required.

4.4 Work Plan and Project Schedule. Outline a work plan and schedule to complete the proposed project. The work plan should identify tasks and major subtasks and associated deliverables. The schedule should show the expected sequence of tasks and major subtasks

including the time to perform each one, milestones, submittal dates and review periods. The planning process is expected to take up to approximately 20 months to complete. Consultants should propose a schedule they believe is feasible based on experience and discuss the proposed approach to completing the requested services within the proposed schedule and on budget.

4.5 Cost Proposal. A detailed cost proposal shall be submitted in a separate, sealed envelope. Only the cost of the selected top-ranked consulting firm/team will be opened. The number two and three consulting firm/team cost proposals will be reserved on a standby basis. All other cost proposals will be returned unopened. Costs shall be segregated to show hours for each person, rates, and classifications, and administrative overhead. Costs for each milestone or deliverable shall also be provided. If subcontractors are to be used, the prospective contractor must indicate any markup that the prospective contractor plans to take on subcontracts. The same breakdown of subcontract costs shall be provided as is required for contractor costs above. Failure to provide detailed cost breakdowns can be cause for rejection of the proposal.

4.6 Budget. The total budget established for this Consultant contract is \$600,000. Funding for this project is through two sources: State Climate Adaption grant from Caltrans and local match funding provided by Placer County OES using County general funds. Any optional task(s) should be clearly identified in the proposal and will only be authorized if the need arises. Optional task(s) do not need to fit within the established budget. Consultants should therefore plan to submit a project budget not to exceed \$600,000. The final negotiated cost will be a "not-to-exceed" amount, establishing the maximum payment under contract.

4.7 Reference Projects. Provide at least three (3) reference projects for similar planning work that has been performed by the consulting firm/team and a description of the work performed. References for individual team consulting firms – should also be provided. Information for each reference must include client name and address, point of contact (name, telephone number, and email) for contractual/administrative matters and technical performance, period of contract performance, and project budget. PCTPA's preference is for the consulting firm/team to list work conducted in settings similar to Placer County's rural-urban interface.

4.8 Disadvantaged Business Enterprise (DBE) Participation. Projects funded only with state funds have no specific requirement for the use of DBEs. This RFP therefore does not have a DBE goal. Although no DBE goal is established for this RFP, both PCTPA and Placer County OES encourage participation from DBE firms. For a list of DBE firms, search Caltrans Directory of Certified Firms at: <u>https://californiaucp.dbesystem.com/</u>. The prime contractor (lead consultant) should complete Exhibits 10-01 and 10-02 if DBE participation is included in their proposal.

<u>Title VI of the Civil Rights Act of 1964</u>: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

<u>Equal Employment Opportunity</u>: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

To be considered responsive, the proposal must include the following:

A copy of the Consultant(s) affirmative action policy (applicable for firms with 50 or more employees); and a discussion of the Consultant(s) program for use of DBEs in the performance of their work.

4.9 GenAl Reporting. Projects funded with State funds must complete the GenAl Reporting and Factsheet Form (<u>STD 1000</u>). The purpose of the form is to obtain critical information about the potential use of GenAl in State purchases of goods and services.

4.10 Other Information. If the consulting firm/team wishes to provide information not specifically provided in any other RFP section, please include that information in this section.

4.11 RFP Submittal.

Five (5) hard copies and one (1) digital copy on a USB drive of the proposal are due no later than: March 7, 2025, by 4:00 p.m.

Delivery to: Placer County Transportation Planning Agency Attn: David Melko, Principal Transportation Planner 2260 Douglas Blvd, Suite 130, Roseville, CA 95661

The proposer assumes all risks related to delivery delays or failures. Late, emailed, or faxed proposals will not be accepted.

5.0 PROPOSAL REVIEW, SELECTION AND WORK INITIATION

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

Evaluation Criteria	<u> Maximum Points</u>
Project Understanding	20
Approach, Project Management Plan (project manager/key team members)	40
Work Plan and Schedule	30
Reference Projects	<u>10</u>
Total	100

After initial scoring, interviews will be conducted with the top ranked consulting firms/teams although PCTPA reserves the right to award the contract without conducting interviews. After interviews, initial scores will be revised to final scores. Additionally, listed references may be called prior to interviews and be used to modify the reference scoring, as necessary. Negotiations will begin with the top-ranked consulting firm/team. If agreement cannot be reached, then negotiations will proceed with the second most qualified consulting firm/team; and as necessary, the third most qualified consulting firm/team proceed as necessary.

minor irregularities.

The tentative schedule for proposal review, Consultant selection, and project work initiation is as follows. Please note that PCTPA reserves the right to change this schedule, as necessary.

Distribute RFP	January 31, 2024
RFP Questions/Comments due to PCTPA	February 14, 2025 (4:00 p.m. Pacific Time)
Distribute RFP Clarifications and post to	February 21, 2025 (5:00 p.m. Pacific Time)
www.pctpa.net	
Proposal submittal deadline	March 7, 2025 (4:00 p.m. Pacific Time)
Evaluate and identify top ranked firms	March 14, 2025
Contact references of top ranked firms	March 21, 2025
Interviews of top ranked firms	April 2, 2025 (between 10:00 a.m. – 5:00 p.m.)
Preferred selection top ranked firm	April 4, 2025
PCTPA Board authorizes Executive Director to	April 23, 2025
negotiate and sign contract	
Execute Consultant Master Agreement and Letter	Post April 23 rd /May 2025 (Tentative)
of Task Agreement	
Notice to Proceed and start work	Post April 23 rd /May 2025 (Tentative)

6.0 MASTER AGREEMENT

The selected consulting firm/team must enter into a Master Agreement with PCTPA for provisions related to compensation, conflict of interest, indemnification, insurance, disclosure of information, adherence to federal requirements, etc. See Attachment G for PCTPA's sample Master Agreement and necessary forms to complete. The consulting firm/team 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 amendment(s) during contract negotiations.

Scope, budget, and schedule to complete the subject work will be incorporated into a separate Letter(s) of Task Agreement(s).

7.0 PCTPA CONTACT PERSON

PCTPA's contact for the countywide Evacuation and Transportation Resiliency Plan (ETRP) is:

David Melko, Principal Transportation Planner: 530.823.4090 or <u>dmelko@pctpa.net</u> Placer County Transportation Planning Agency (PCTPA) 2260 Douglas Blvd, Suite 130, Roseville, CA 95661

8.0 RFP ATTACHMENTS

- A. Scope of Work
- B. Maps of Project Area
- C. Existing Conditions Photos
- D. DAC Supporting Data
- E. Relevant SACOG MTP/SCS and PCTPA RTP Goals
- F. Sample Consultant Services Master Agreement and FormsG. GenAl Reporting and FactSheet Form (STD 1000)

Scope of Work

BURNEĎ AREA FALLEN TREES ROCK AND DEBRIS

SCOPE OF WORK PLACER COUNTY EVACUATION AND TRANSPORTATION RESILIENCY PLAN

The consulting firm/team shall perform all the tasks and major subtasks as outlined in the Scope of Work below. The tasks and major subtasks outlined below are not necessarily exclusive to each other and may be conducted sequentially or concurrently as determined by the consulting firm/team. Further, all tasks and major subtasks may not necessarily be performed in the order presented in this Scope of Work. Further, the number of Task deliverables outlined is an estimate and may be consolidated as determined by the consulting firm/team. Last, all Project Management activities must be identified within each specific task. Project Management is not a standalone task per Caltrans grant requirements.

Task 1: Existing Conditions Report

The Existing Conditions Report will identify Placer County's physical geography, climate, demographics, the existing multi-modal transportation system, and recent emergencies that have compromised transportation infrastructure and services and identify potential future catastrophic points of failure. It will review existing emergency response plans, identify organizations responsible to respond to a disaster, existing and upcoming state and federal requirements concerning disaster planning, and review any other relevant planning documents. It will also include climate event "debrief" interviews of public officials and first responders who responded to recent disaster events in Placer County, such as the River Fire (2021), Mosquito Fire (2022), the Amoruso and Royal Fires (2024), and the major snow event of 2022-23.

The Existing Conditions report will be a resource for the six cities/town in Placer County, the County of Placer, CAL FIRE, Caltrans, and numerous fire/police agencies across the county. The Existing Conditions Report will make extensive use of maps, graphics, and as much as possible, user-friendly nontechnical terms to help make it accessible to the public.

The Existing Conditions Report will provide background data for the development of the Placer ETRP and will serve as a technical framework for the plan. The following topics will be covered in the Existing Conditions Report:

Physical geography, terrain, and climate of Placer County's various zones

- Document major climate-related events within the last five years, including disasters related to wildfires, heavy precipitation/flooding/landslides, high winds and public safety power shutoffs, extreme heat, poor air quality, and major snow events.
- Interview public officials and first responders who responded to extreme events to gather any "lessons learned" and strategies to address future disasters.
- Demographics including but not limited to population density, underserved communities, mobility-challenged and senior populations, zero car households, and the population that lives alone. Communities most vulnerable to a disaster event will be documented and mapped.
- Build upon local General Plan Safety Elements to identify high risk and isolated communities, and large percentage of vulnerable populations.
- Transportation network analysis including description of the roadway network, network capacity (including during contraflow conditions if applicable), bottleneck/pinch points due to roadway capacity, one-way in/out access, poor road conditions, bridges with known increased risk for flooding or scour, bridges that serve as the single access point in rural areas, difficult topography

(steep grades), and potential points of catastrophic failure during a major evacuation event. Make special note of developments that meet the criteria under SB99 ("identify residential developments in any hazard area identified in the safety element that do not have at least two emergency evacuation routes.") as well as areas reviewed under Public Resource Code Section 4290.5 (existing subdivisions in the SRA or VHFHSZ without secondary egress routes at significant fire risk).

- Existing plans for transit buses assisting with evacuations in the event of wildfire or another catastrophic event.
- Land Use analysis, compiling land use and parcel zoning information.
- Identify active transportation facilities that could serve as emergency vehicle access.
- Analysis of communication and coordination network in an emergency as it exists today, including governance structures, PlacerAlert, social media, and neighborhood watch programs.
- List all federal, state, regional, and local agencies, and organizations responsible to respond to a disaster and evacuation, including roles, responsibilities, and relationships.
- Review federal, state, regional, and local agency wildfire, and emergency/disaster preparedness plans.

Under this task, PCTPA and Placer County OES (with Consultant assistance) will identify goals and objectives to guide the planning process. The draft goals and objectives will be presented to the PDT for review and comment. The Existing Conditions Report will also identify where further analysis relating to evacuation and infrastructure resiliency is required for this planning effort.

Task 1 Deliverables

- Existing Conditions Report.
- ETRP Goals and Objectives.

Task 2: Community Engagement

Community engagement is essential to the success of this planning effort. Community engagement will be tailored towards the unique factors of the project: evacuation, and risk of extreme climate event emergencies. It will take a community-centered approach to identify deficiencies as it relates to evacuation, educate on the risk of climate related disaster, how to evacuate safely (including knowing your closest evacuation route), and where infrastructure resiliency is needed. Placer County has set up a website called "Ready Placer" that contains valuable information on emergency preparedness for wildfire, extreme heat/air quality, winter weather, and more. Outreach efforts will center around awareness of this tool. It should be noted that the outreach efforts will not focus on identifying evacuation routes but rather educate on how to find your evacuation route in an emergency. Evacuation routes can vary based on the emergency and can change at a moment's notice.

The planning effort will ensure that public outreach occurs where people are located, including areas of low income, age restricted communities/high concentrations of seniors, and underserved rural and tribal communities. Pursuant to PCTPA's Title IV Plan, all outreach materials will be translated into Spanish and Tagalog. Placer County also has a growing Russian speaking community and as such, select outreach materials would be translated into Russian based on determined need.

Community Engagement Plan and Materials: Prior to starting any community engagement, the Consultant will submit a Community Engagement Plan to PCTPA and Placer County OES for review outlining a detailed schedule and plan of events, social media outreach, outreach collateral, CBOs to meet with, and more. The plan will specifically outline a targeted engagement campaign for underserved communities throughout the planning process to ensure understanding of the specific needs and incorporation of priorities of these communities. It will identify communication channels to reach communities beyond traditional means, such as through Fire Safe Councils. Under this, the Consultant will also create materials for each event, such as (but not limited to) flyers, poster boards, maps, social media graphics, promotional videos, etc.

In-Person Engagement: PCTPA and Placer County OES anticipate a robust in-person outreach campaign that includes a mix of traditional public workshops and pop-ups at existing events, as well as townhall meetings. Activities at public workshops could include live polling, disaster modeling exercises, and other interactive activities. It is anticipated that three public workshops will occur throughout the planning process. This will be supplemented by pop-up events at local festivals, farmers markets, seasonal events, and more. While the exact number is to be determined, at least one in each incorporated jurisdiction plus two unincorporated pop-ups will be held for a total of eight. Participants may be asked to weigh in on the transportation network around their home and/or work in an interactive way. In both formats, anticipate the outreach will not only solicit feedback on transportation deficiencies as it relates to evacuation, but also educate the community on how to find their evacuation route, and how to prepare for an emergency. Public workshops and pop-up events will be well advertised through social media, email blasts, newsletters, and flyers.

- Live Online Workshops: The pandemic has shown that online workshops are highly effective outreach tools that can be used to reach residents who would not normally attend an in-person meeting. To provide options in this post COVID-19 environment, PCTPA, Placer County OES, and the Consultant will host up to three online workshops to solicit feedback from the community. It will include interactive exercises to understand community views on transportation infrastructure around their home/work and educate on disaster preparedness and evacuation routes. They will be heavily advertised through boosted social media posts, email blasts, and flyers at in-person events.
- Online Surveys: To reach community members who cannot or will not attend a public meeting or pop-up event, or visitors who frequent Placer County, PCTPA and Placer County OES anticipate developing a series of online surveys using the PlacerEngage tool, Placer2050 engagement efforts and FlashVote surveys to better understand transportation deficiencies and challenges that Placer County face or perceive in relation to the evacuation of their neighborhood. This could include interactive mapping platforms such as Social Pinpoint where users can indicate areas where there are deficiencies, or where access is difficult. The surveys will be interactive and broadcast widely on social media, email blasts, at in-person and virtual events, participating jurisdiction, and agency websites, and through newsletters.
- **Community Based Organization and Tribal Outreach**: PCTPA and Placer County OES will reach out to and conduct focused interviews with CBOs in Placer's underserved communities and environmental organizations to better understand the needs of the community. The project team will ensure that CBOs are involved throughout the development of the plan. PCTPA has a working relationship with the Latino Leadership Council and will work with them to conduct Spanish speaking focus groups and outreach. PCTPA and Placer County OES will also reach out to Native American Tribes in Placer County to ensure their input, including (but not limited to): United Auburn Indian Community and Colfax-Todds Valley Consolidated Tribe of the Colfax Rancheria.

Interviews will be done virtually or in-person depending on the agreed upon format with CBO or tribe.

• **Project Webpage:** PCTPA and Placer County will each host a webpage on their respective websites to disseminate information about details related to project schedule and relevant planning materials, including story maps, meeting notes, surveys, etc. The webpages will also provide a cost-effective means to gather questions, comments, and feedback from those who are affected by the project.

Decision matrices will be used to navigate this process. A decision matrix can aid in balancing needs vs. uncertainty, community goals, timing, costs, and funding concerns. Setting priorities will be based on local social, political, economic, and environmental context. Given the diversity of Placer County, a need identified as critically important in one community could be viewed as moderately important in another. These distinctions will be worked out as part of the community engagement process.

This planning effort, informed by the community engagement and agency stakeholder process, will lead to recommendations and identification of a pipeline of projects and strategies for future funding and implementation. The effort will also help outline the next steps in the strategy and infrastructure development process, including scoping, design, implementation, monitoring, and evaluation of their effectiveness.

Task 2 Deliverables

- Community Engagement Plan and Outreach Materials.
- Online surveys.
- Project webpage(s).
- At least eight pop-up events, with pictures, flyers, and poster boards/maps.
- Three in-person community workshops and/or townhall meeting with agendas, pictures, flyers, poster boards/maps, and meeting summaries.
- Three online workshops with a meeting summary for each.
- Focused interviews and focus groups with CBOs and Tribes, with meeting summaries for each.

Task 3: Project Development Team

PCTPA and Placer County OES will convene a Project Development Team (PDT) that will be made up of diverse stakeholders within the realm of emergency management/response and transportation. The PDT's purpose will be to facilitate agency coordination and partnership on project issues and to provide a forum for agency guidance on technical issues, including the inter-agency and inter-jurisdictional coordination required by disaster response and planning. It is anticipated that meetings will be held both in-person and virtually. PCTPA and Placer County OES will hold PDT meetings throughout the project. The PDT will include but not be limited to the following agencies that will bring their specific disaster planning and response experience and expertise to the technical development of the project:

- California Highway Patrol
- Placer County Sheriff's Office
- Placer County Fire Department
- Placer County Flood Control District
- Placer County Public Works, Planning
- Placer County Transit

- Placer County Regional Forest Health
- Tahoe Truckee Area Regional Transportation
- City of Auburn Public Works, Planning, Airport, Police, and Fire
- City of Colfax Public Works, Planning
- City of Lincoln Public Works, Planning, Airport, Police, and Fire
- Town of Loomis Public Works, Planning
- City of Rocklin Public Works, Planning, Police, and Fire
- City of Roseville Public Works, Alternative Transportation, Planning, Police, and Fire
- Personnel from the eleven fire districts currently serving unincorporated Placer County and the Town of Loomis
- Caltrans District 3
- CAL FIRE Nevada Yuba Placer Unit (NEU)
- U.S. Forest Service
- Placer County Air Pollution Control District
- Placer County Office of Education
- School Districts
- Pacific Gas and Electric (PG&E)
- Pioneer Community Energy
- Liberty Utilities
- Roseville Electric
- Water Districts
- Union Pacific Railroad
- Nevada County Public Works, Planning, Airport, Sheriff, and Fire
- Town of Truckee Public Works, Planning, Police, and Fire
- Truckee Tahoe Airport District
- Truckee North Tahoe Transportation Management Association
- Sacramento Area Council of Governments (SACOG)
- Tahoe Regional Planning Agency (TRPA)
- Fire Safe Councils
- Fire Safe Alliance
- Hospitals
- Tourism and Visitors Bureaus
- Community Based and Environmental Organizations
- United Auburn Indian Community
- Colfax-Todds Valley Consolidated Tribe

Each agency will bring their specific disaster planning and response experience and expertise to the technical development of the ETRP. PDT members are local experts who will bring invaluable assets to this planning effort and will be relied upon to provide their unique perspectives on issues such as:

- Existing conditions in the project area.
- Existing traffic demand in their communities.
- People's intended actions: departure time, destination choice, route selection.
- Existing Neighborhood Watch programs.
- Existing cell phone service vulnerabilities including service "dead zones."
- Existing pinch points and vulnerabilities in the transportation system.
- Recommending solutions to address transportation and communication vulnerabilities.
- Facilitating and obtaining input and support of local communities in plan implementation.

- Promoting a culture of infrastructure resilience will enable quick recovery from climate change impacts.
- Current and near future planning efforts such as the Placer County General Plan Update, CWPP and LHMP updates.

It is anticipated that the PDT will meet about every 2-3 months throughout the development of the plan. These meetings will be held in-person and virtually. Caltrans District 3 will be invited to all meetings. PDT meeting materials will be posted publicly to the PCTPA website. Focused groups will also be used to address specific critical issues. These groups will meet on a more frequent basis than the PDT as needed.

Task 3 Deliverables

• PDT and Focus Groups Meeting Materials, including agendas, minutes, photographs, etc.

Task 4: Stakeholder and Committee Outreach

With climate related events on the rise, emergency preparedness and evacuation and the need for infrastructure resiliency are currently critical issues with shared interest across the County. PCTPA and Placer County OES anticipate a large amount of outreach targeted specifically to governing boards of the six cities/town, the County Board of Supervisors, Planning Commissions, Municipal Advisory Councils, local Fire District Boards, Fire Safe Councils, and the Fire Safe Alliance. PCTPA and Placer County OES will be present at these meetings throughout the development of the ETRP and solicit feedback from governing board members as well as the public. We anticipate up to thirty presentations to these various groups during the planning effort. Feedback received at these meetings will be critical in understanding existing vulnerabilities and crafting the recommended evacuation and resiliency projects and strategies. Workshops with elected officials and/or governing board members may also be held as requested.

Task 4 Deliverables

• Governing Board/Council meeting agendas, minutes.

Task 5: Data Analysis and Modeling

Based on the existing conditions report and initial public/stakeholder input, the Consultant will conduct a detailed data analysis and modeling exercise to identify communities at higher risk for climate related disasters, the location and capacity of existing evacuation facilities (e.g. temporary areas of refuge, evacuation centers, community centers, schools, or other public buildings), site/selection for new resilience hubs that are accessible and central to vulnerable populations, the capacity, safety, and viability of evacuation routes, identifying high-risk zones and potential challenges during evacuation, the ability to phase evacuation to match capacity of the existing transportation system in such areas, including areas that have limited access to major roads, and analyze vulnerabilities/weak points in transportation infrastructure where resiliency is warranted. This will be done as it relates to the following climate-related disaster events in addition to those developed under the County's Local Hazard Mitigation Planning (LHMP) efforts and Community Wildfire Protection Plan (CWPP) efforts:

- Wildfire
- Precipitation/Flooding/Landslides
- Poor Air Quality/visibility (Including wildfire smoke)
- Major Winter Storms and Extreme Snow
- High Winds

- Extended Power Outages (including Public Safety Power Shutoffs)
- Health Advisories due to Extreme Temperatures (Extreme Heat and extreme cold)

Scenarios will be developed and modeled in compliance with AB 747 and AB 1409 as follows:

- Scale of the emergency or emergencies
- Future hazard scenarios
- Future development scenarios
- Time of the event (e.g., day or night)
- Day of the week (e.g., weekday or weekend)
- Time of year (e.g., holiday season)
- Weather conditions (using National Weather Service forecast zone maps)
- Time available to warn populations
- Population behavior and needs
- Implementation of evacuation strategies (e.g., contraflow, use of police to direct traffic at intersections in lieu of traffic signs/signals)

Scenario planning and modeling will play important roles in evaluating the potential range of probable future scenarios, including concurrent and cascading disaster events. Modeling and simulation are essential tools for disaster evacuation planning and decision making. The planning effort will model fire/flood/snow, traffic, communication, and human behavior and then perform simulations of the interaction of the elements to design strategies for managing disaster evacuation in Placer County. Placer County OES is concurrently conducting a Local Hazard Mitigation Plan (LHMP) and Community Wildfire Protection Plan, which will further identify evacuation and preparedness procedures to respond to climate related disasters. However, transportation improvements are often a missing piece in evacuation planning. Thus, the primary focus of Task 5 will be to identify deficiencies in the transportation network serving communities most vulnerable to climate related events.

Task 5 Deliverables

- Results of Data Analysis with maps and charts identifying high-risk zones and showing vulnerable areas of transportation network.
- Evacuation Route Capacity, Safety, and Viability Study and associated analytical tools.
- Report with recommended locations for Resilience Hubs based on accessibility, proximity to population centers, and critical infrastructure.
- List of infrastructure requirements and design specifications for microgrids, charging stations, water distribution, cooling stations, and other critical resources.

Task 6: Recommended Transportation Improvements

Based on the work done in previous tasks, the project will identify transportation strategies and infrastructure improvements necessary to avoid catastrophic infrastructure failure during and after a disaster event. Potential transportation improvements could include but not be limited to addressing limitations in road capacity and points of roadway infrastructure vulnerability and utilizing Intelligent Transportation Systems (ITS), active transportation improvements that could double as emergency vehicle access, and transit recommendations to facilitate evacuation of those without personal transportation. Recommendations should also consider the growing body of best practices being developed by FEMA (e.g., Marshall Fire), NIST (e.g., Camp Fire), and UL (e.g., Lahaina Fire). Solutions may include:

- **Planning Strategies**: Ensure that future infrastructure design and investment priorities are climate adapted and can manage a large evacuation. This could include the development of plans, updates to design standards, preparedness measures, and prioritization processes.
- **Operational Strategies**: Modify existing infrastructure to correct deficiencies or improve access to disaster prone areas. This could include (but not be limited to) addressing roadway capacity or using ITS solutions, active transportation improvements, or transit improvements.
- **Hardening Strategies**: Includes modifications and adaptations to existing infrastructure and new projects to ensure infrastructure resiliency, including flood and fire resilience, or taking advantage of new opportunities and innovative materials, such as permeable pavement and porous surface mixtures.
- **Procedural Strategies:** Developing a list of management and communication procedures to respond to various extreme event conditions, including designation of agency roles, responsibilities, and institutional arrangements, in conjunction with Local Hazard Mitigation Plan and the Community Wildfire Protection Plan.

All recommended projects and strategies will include a planning level cost estimate, maps, and implementation timeframe (short, medium, and long-term). The plan will include a list of grants and funding sources to help implement these recommendations, including suggested grants for each project. The recommended improvements alongside the suggested grants will be packaged into an Implementation Plan to ensure the successful execution of each project identified in the plan. The Implementation Plan will include:

- **Budget and Funding:** Develop a comprehensive budget that outlines the costs associated with plan implementation. Explore potential funding sources, such as federal and state grants, as well as public-private partnerships.
- **Monitoring and Evaluation:** Establish a process to periodically review and update the plan to address changing risks and community dynamics.
- **Documentation and Reporting:** Maintain comprehensive documentation of the implementation process. Provide regular reports to decision makers and the public on progress, challenges, and achievements.
- **Recommended Pilot Locations for Resilience Hubs**: Identify up to three pilot locations for Resilience Huns. Include a list of critical resources and infrastructure needed to support emergency evacuations, such as microgrids, electric vehicle charging stations, and facilities for clean water distribution and cooling during high-heat events.

Та	Task 6 Deliverables	
•	Recommended Transportation Improvements with planning level cost estimates, maps, and	
	implementation timeframes.	
•	• Results and their interpretations that 1) identify evacuation vulnerabilities, 2) recommend	
	physical and operational evacuation improvements (i.e., traffic flow improvements, traffic	
	control points, infrastructure improvements, use of emergency signage, single egress	

- communities, and the use of Resilience Hubs/safety zones).
 Recommended pilot locations (2-3) for Resilience Hubs and list of recommended critical resources and infrastructure needed to assist during emergency evacuation (i.e., microgrid and electric vehicle charging capabilities during PSPS events, clean water bottle distribution, cooling stations during high heat event).
- Implementation Plan.

Task 7: Draft and Final Placer County Evacuation and Transportation Resiliency Plan

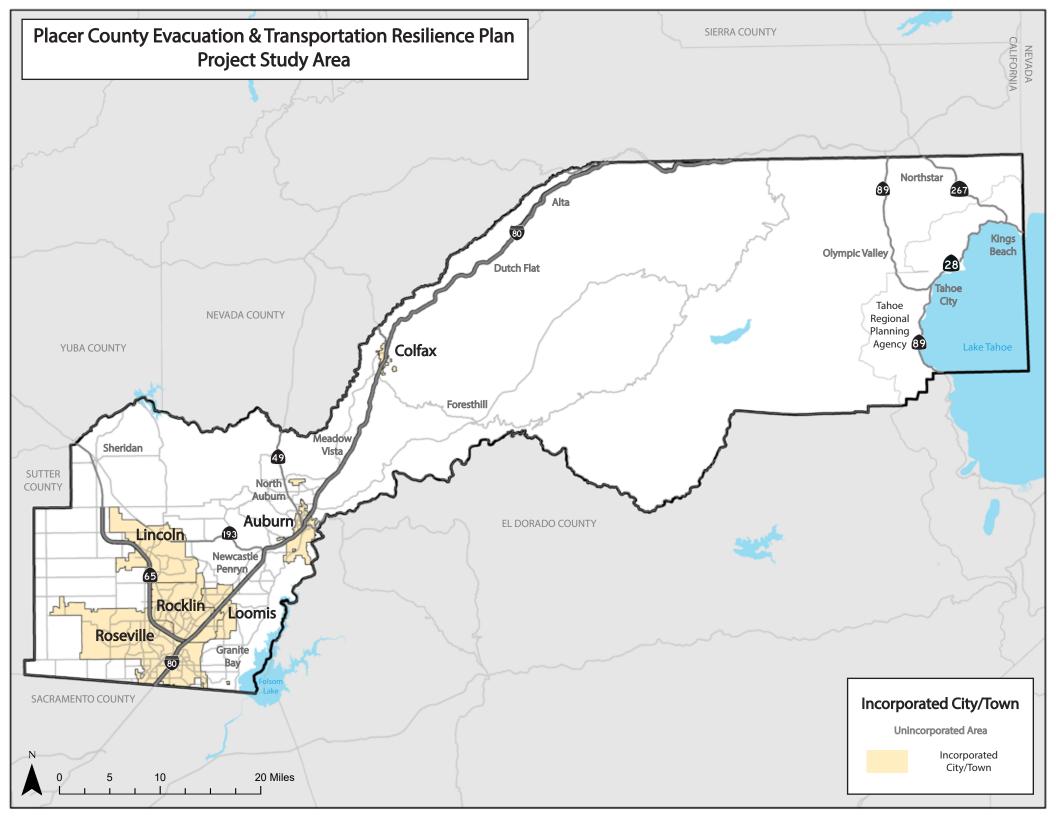
After completion of Tasks 1-6, the Consultant will produce a Draft and Final Placer County Evacuation and Transportation Resiliency Plan (ETRP)

- Administrative Draft ETRP: Consultant will produce an administrative Draft ETRP for PCTPA and Placer County OES review. PCTPA and Placer County OES will submit comments for the Consultant to address prior to developing Draft ETRP.
- **Draft ETRP**: The Draft ETRP will first be made available to the PDT and Caltrans for review. One round of comments will be given to the Consultant to address before the document is released for public review and presentation.
- Present Draft ETRP to PCTPA Board and County Board of Supervisors: PCTPA and Placer County OES (with Consultant assistance) will present the Draft ETRP to the governing boards of Placer County's six cities and town, the County Board of Supervisors, Planning Commissions, Municipal Advisory Councils, local Fire District Boards, Fire Safe Councils, and the Fire Safe Alliance. Consultant will take comments received at the meetings and incorporate them into the final document as appropriate.
- **Final ETRP**: Once all comments from the public and elected officials are received, the Consultant will prepare the Final ETRP in an ADA compliant format. The final document will include all data, maps, and analysis prepared in previous tasks. Credit to Caltrans and Placer County OES will be given for their financial contributions.
- **Final Adoption**: PCTPA and Consultant will present the Final ETRP to the PCTPA Board, Placer County Board of Supervisors and other local agencies boards as requested for local approval.

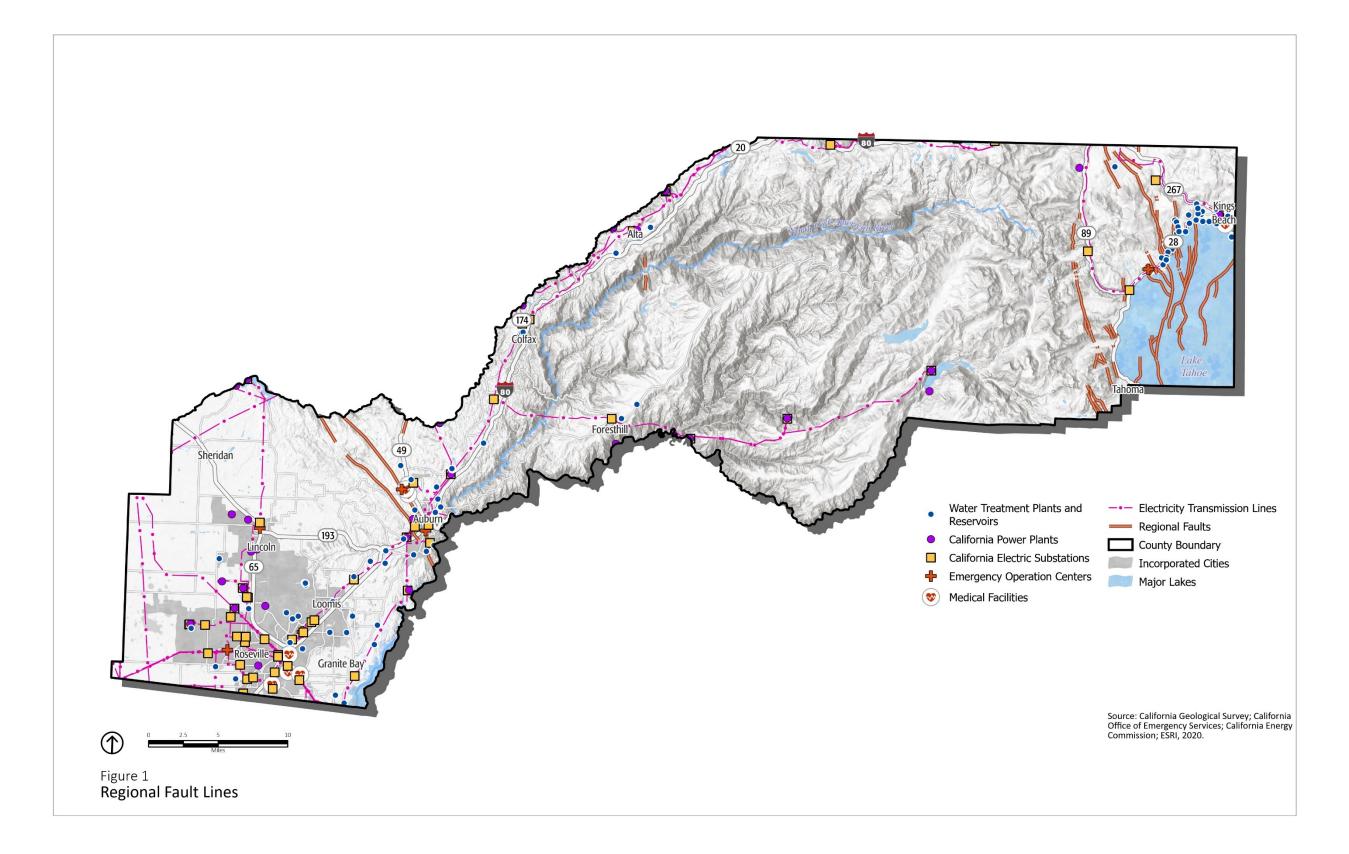
Tas	sk 7 Deliverables
•	Administrative Draft ETRP.
٠	Draft ETRP.
•	Final ETRP.
•	Meeting Agendas and Minutes from Draft and Final ETRP Presentations.

Maps of Project Area

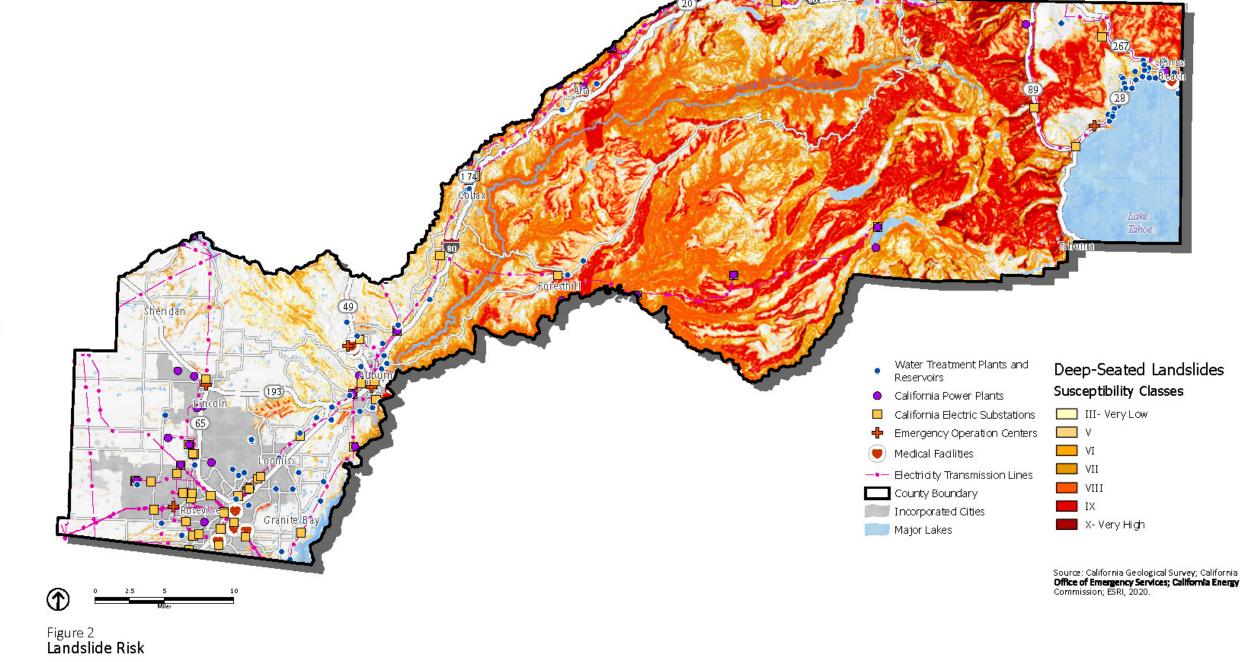
(The first map shows the project area and is followed by an excerpt of Placer County's Health and Safety Element that maps areas of Placer County that are vulnerable to various climate related disasters)



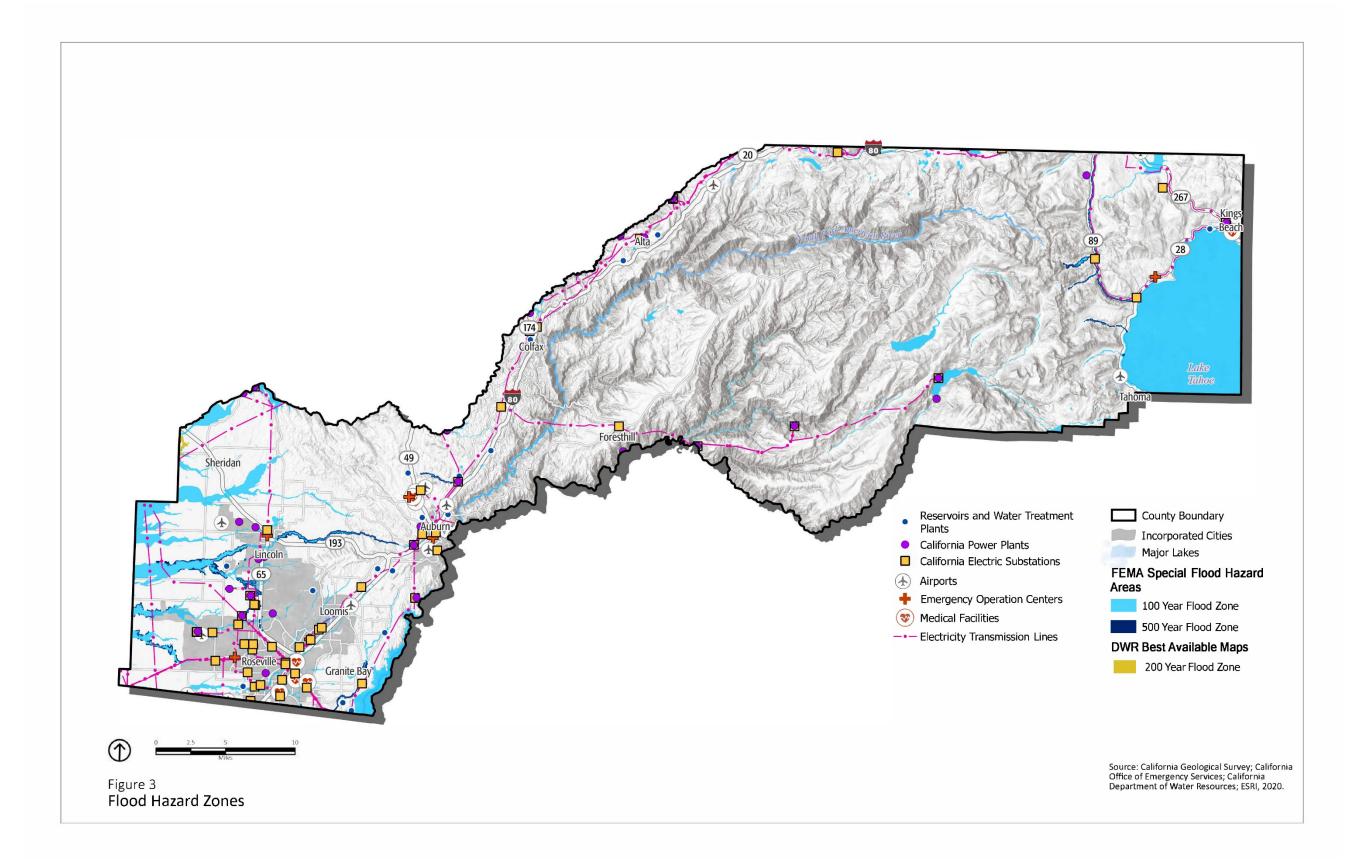




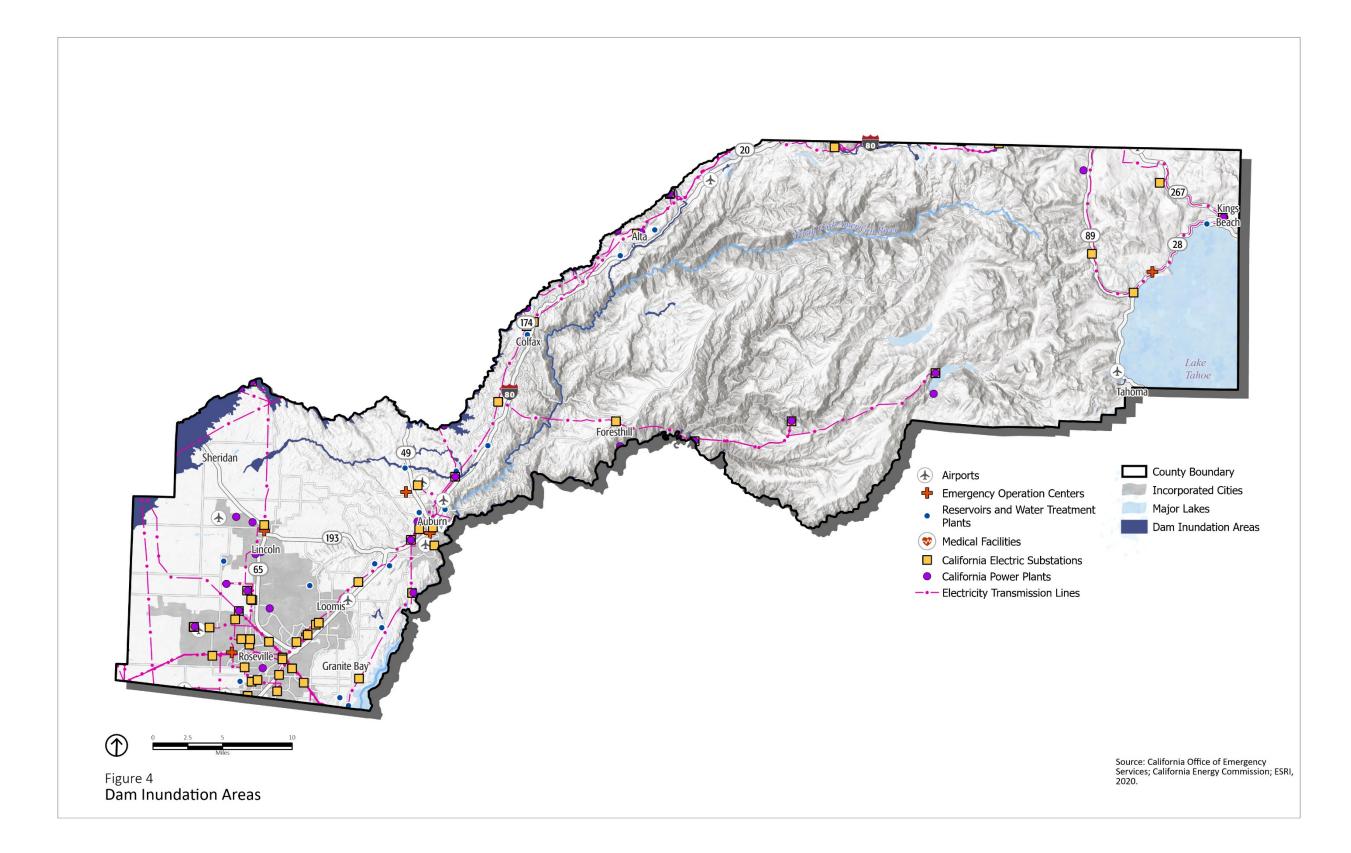




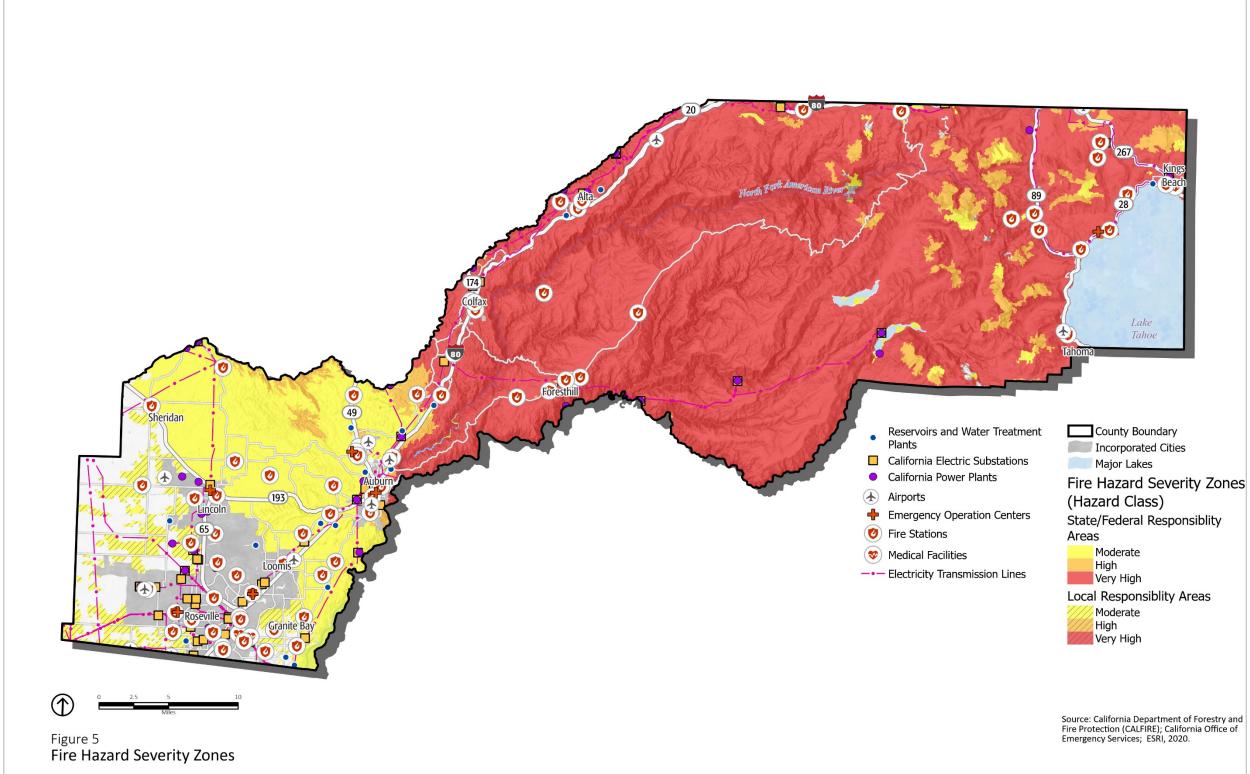




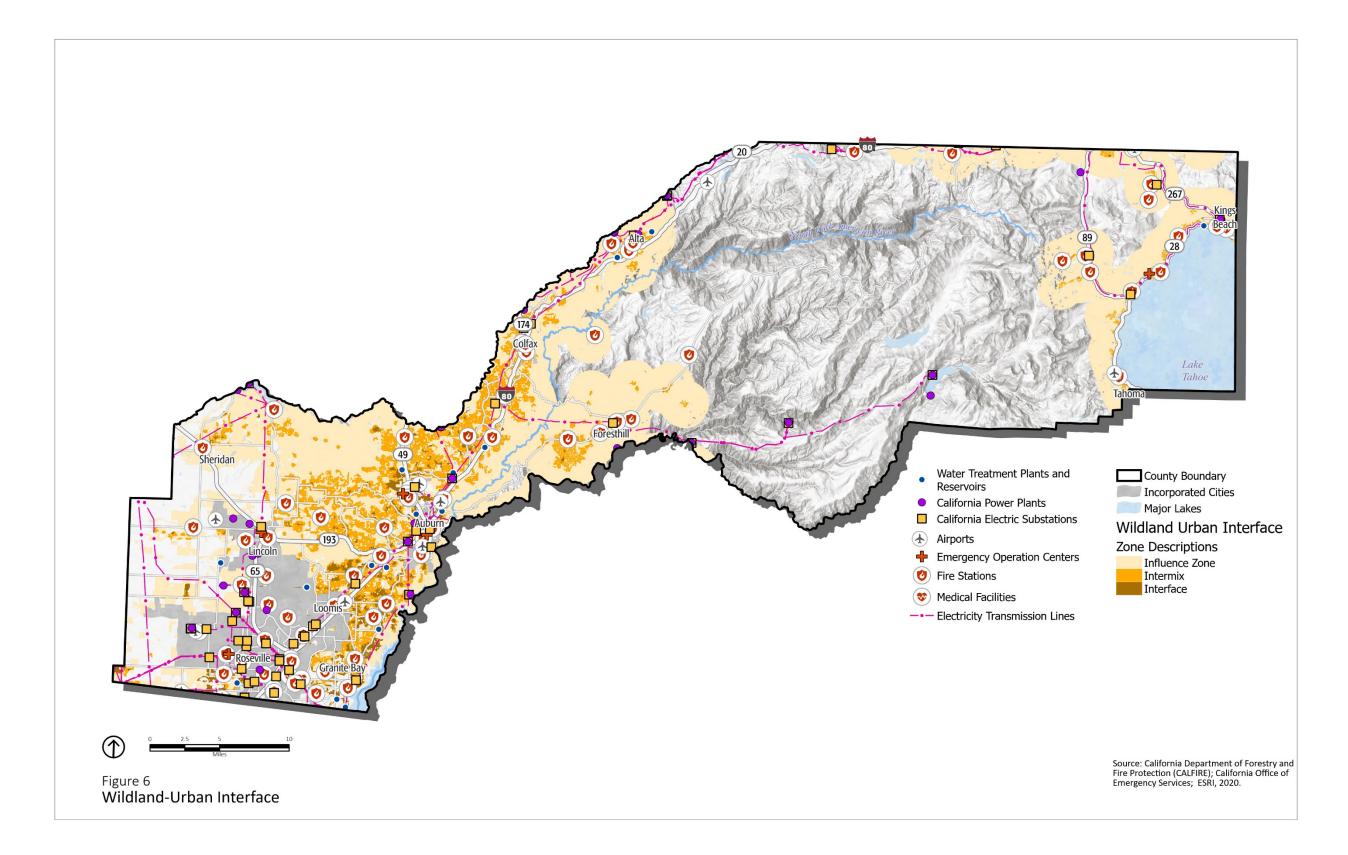




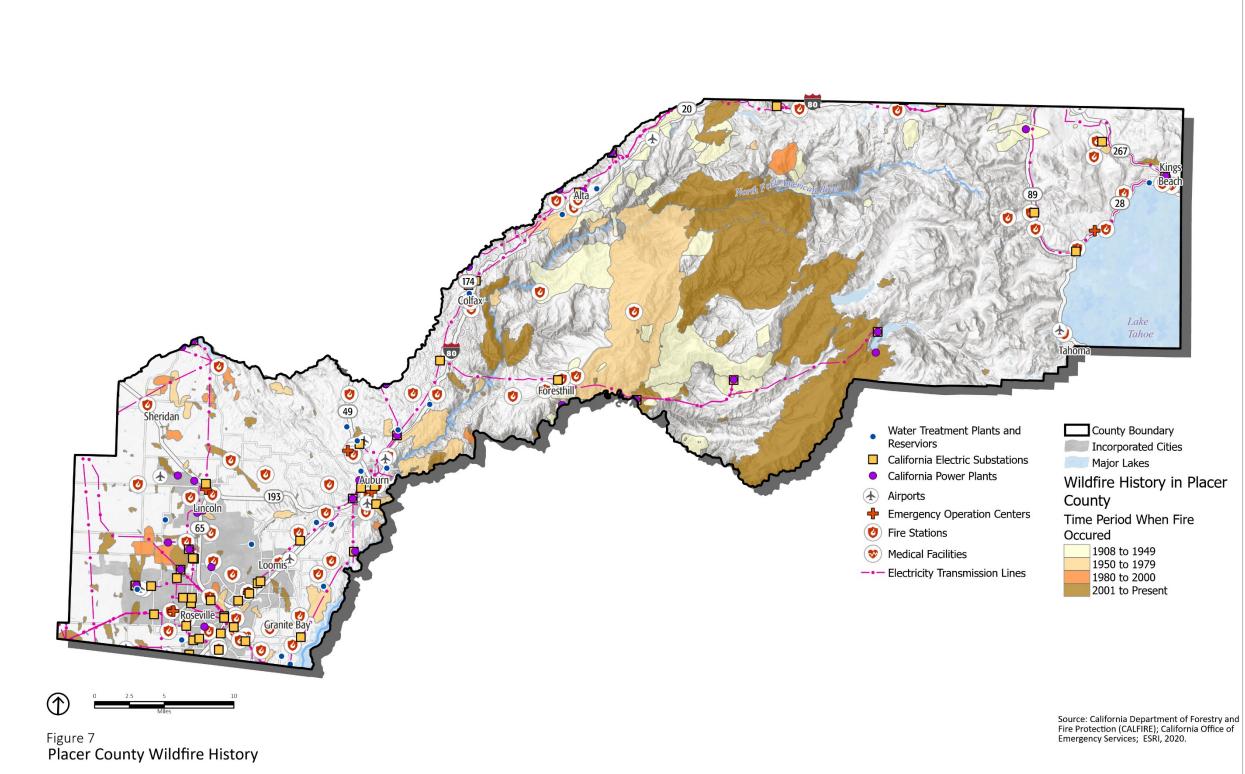




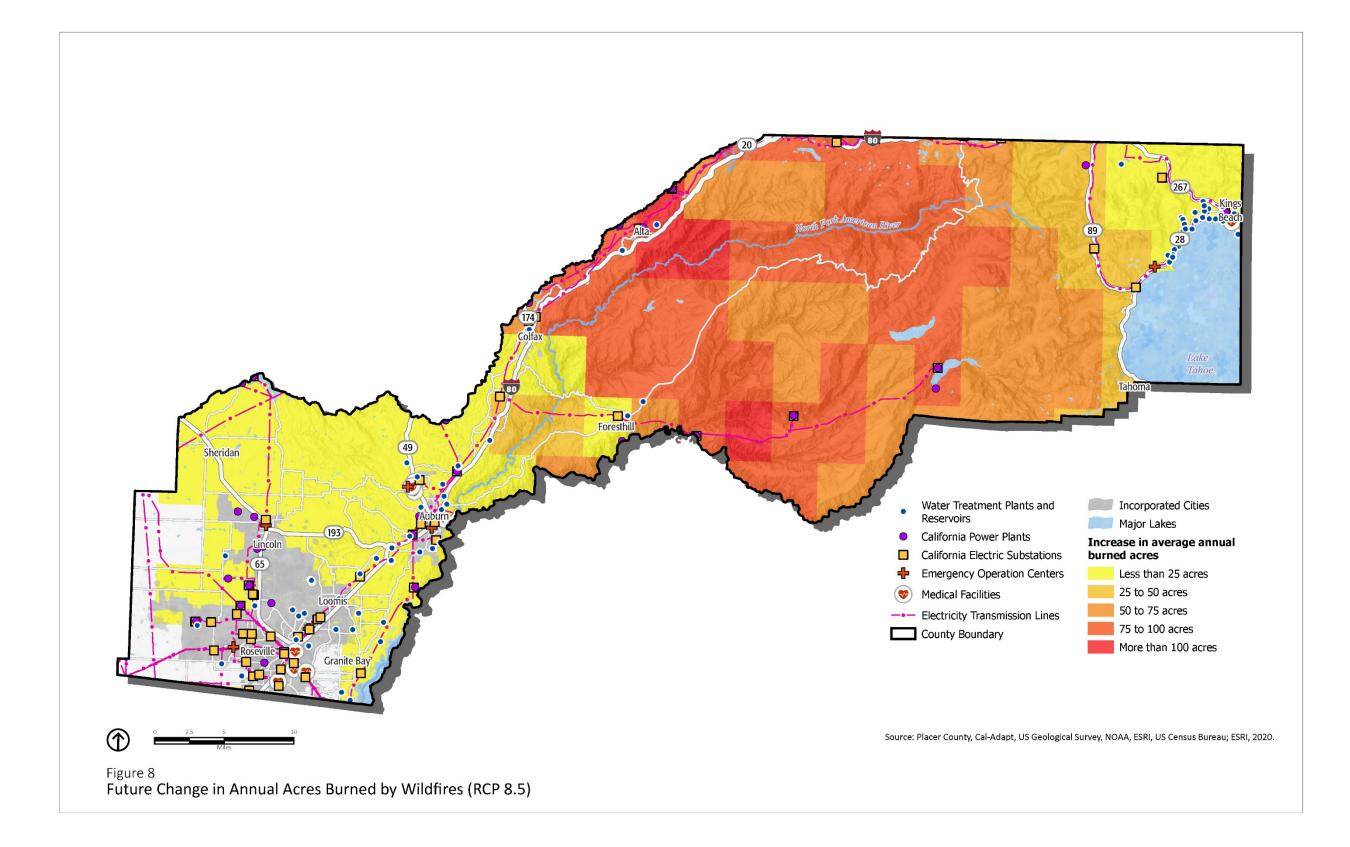




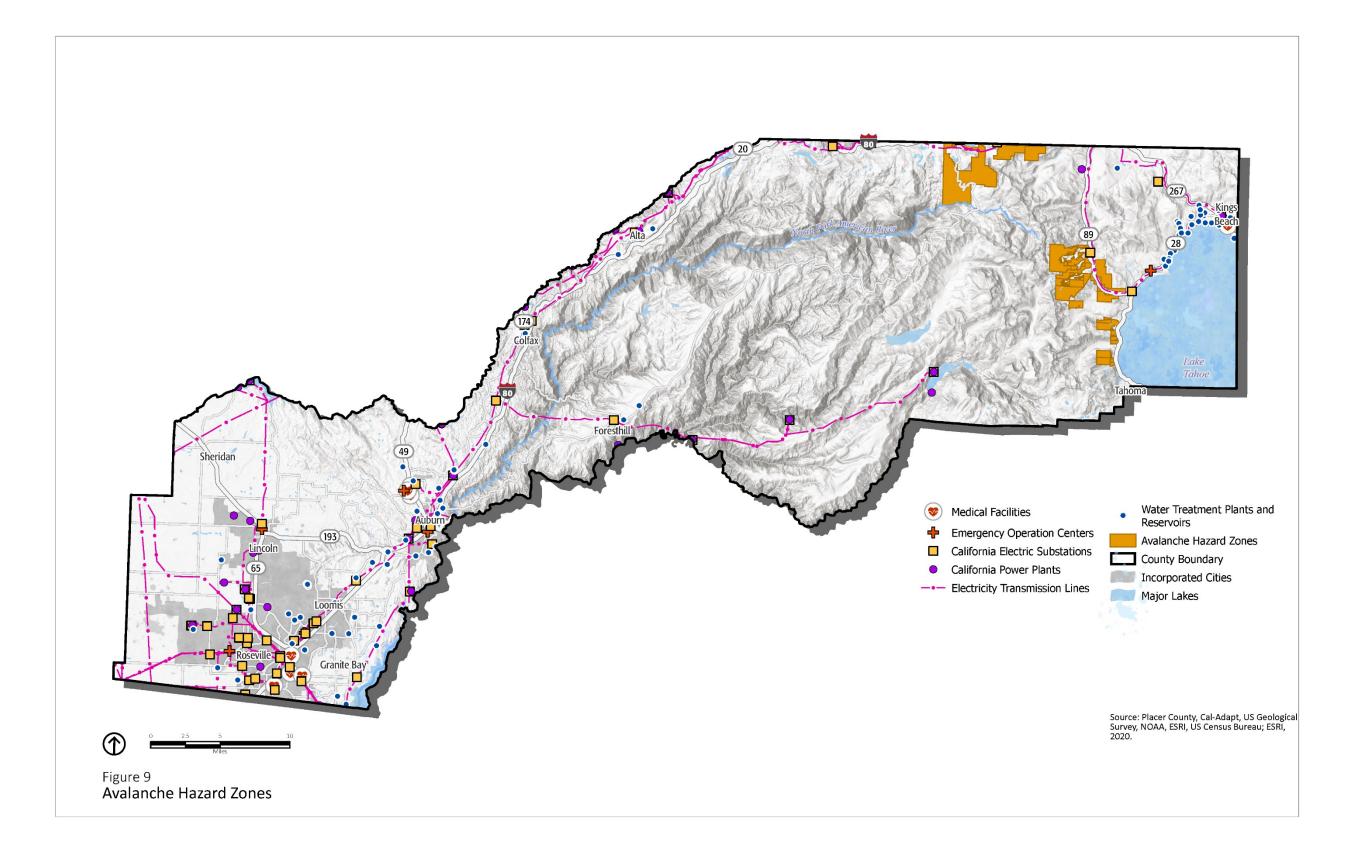




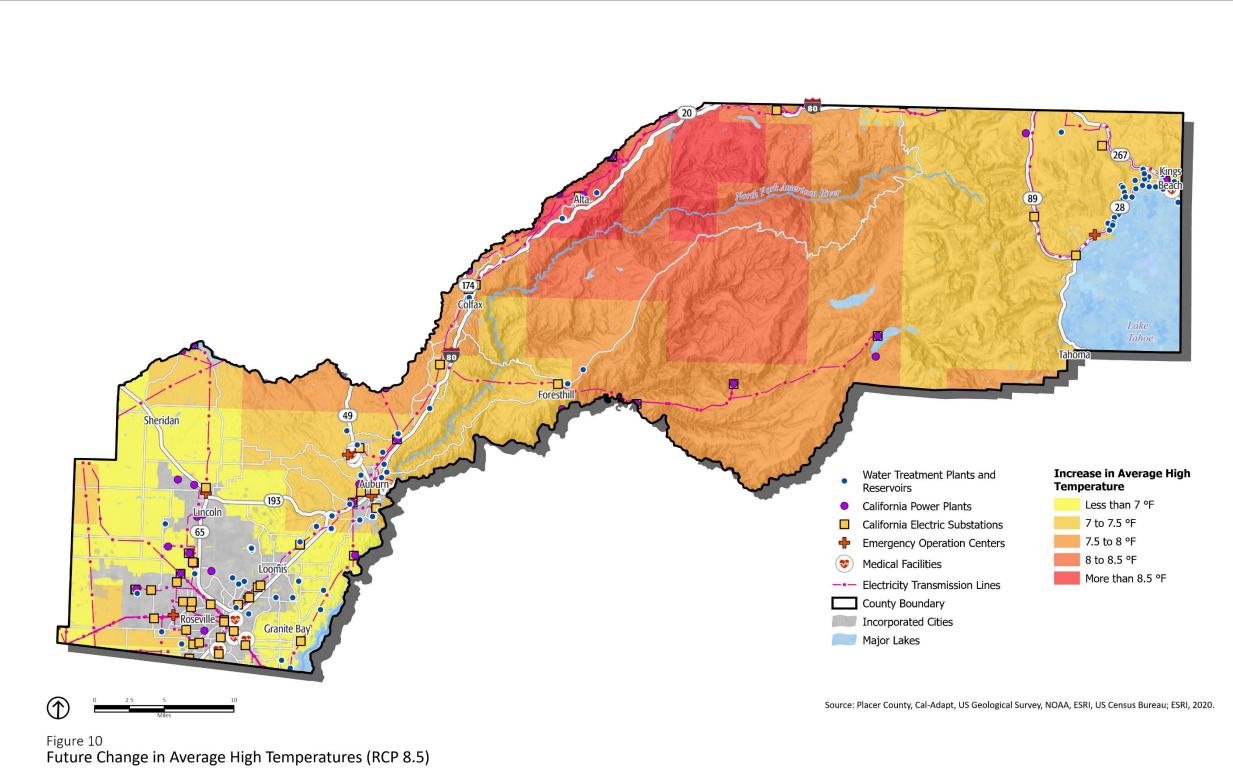




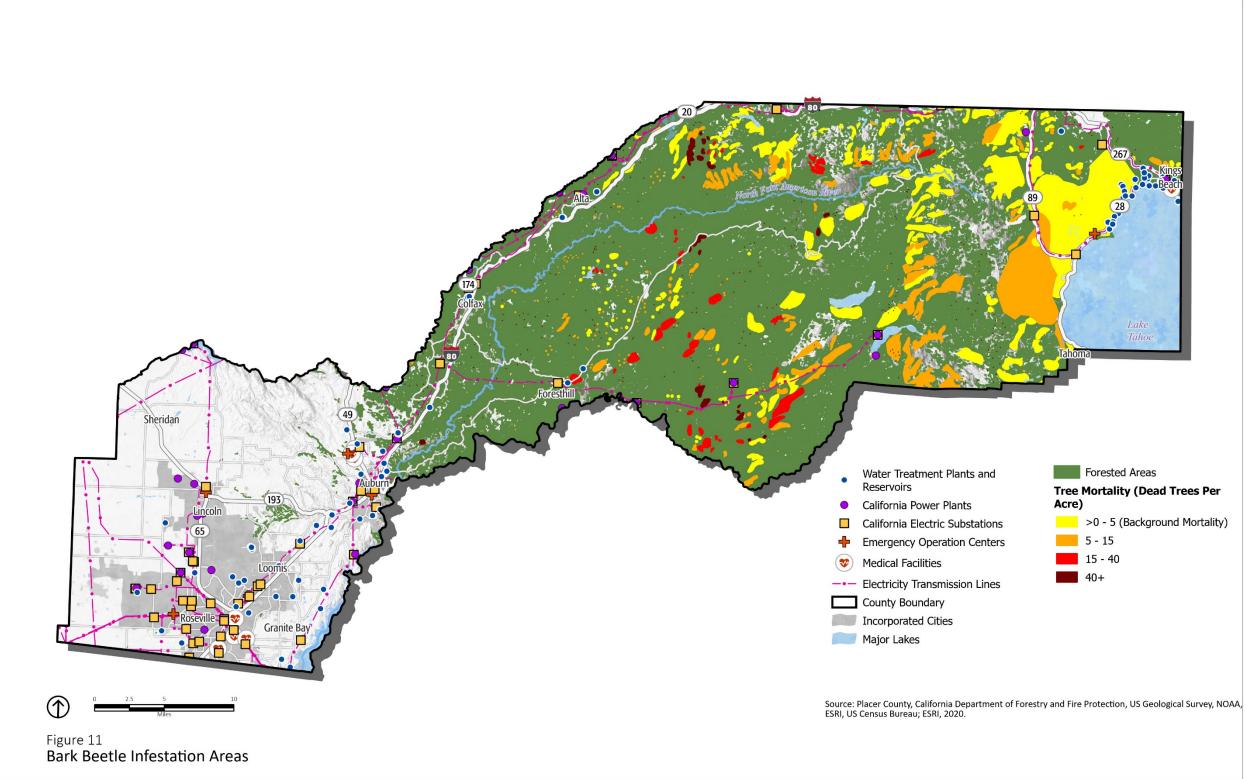




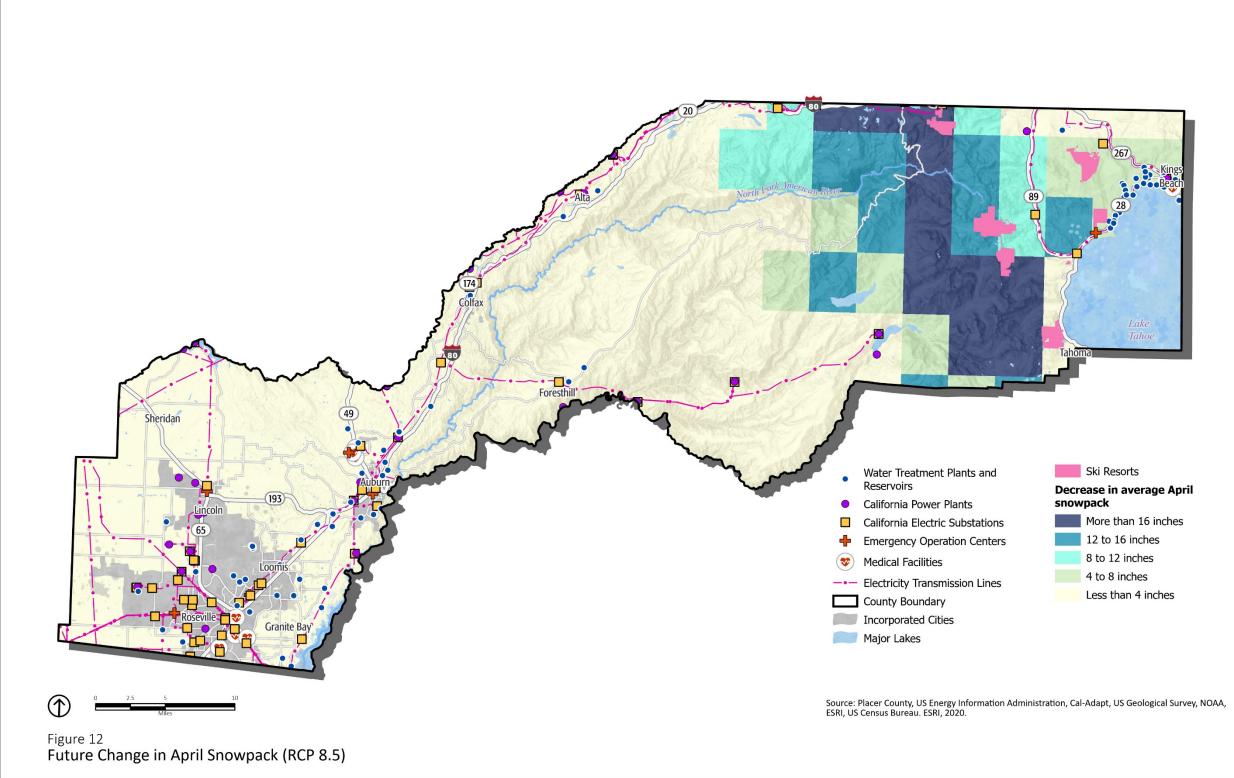




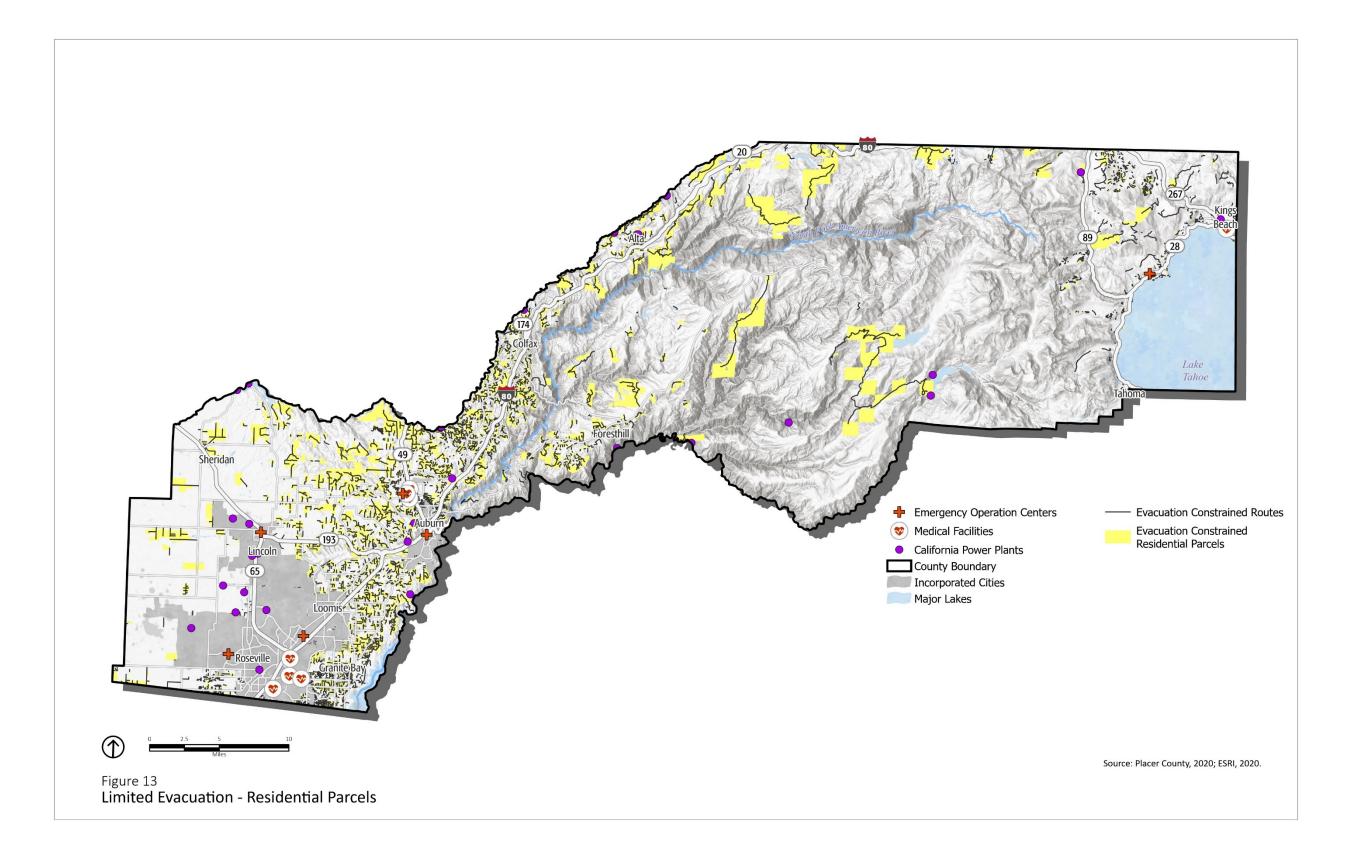












Existing Conditions Photos

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Placer County Evacuation & Transportation Resiliency Plan Existing Conditions Photos





In September 2022, the Mosquito Fire ignited near the town of Michigan Bluff and burned 76,788 acres; the largest fire of the year statewide. Over 6,000 people were evacuated from Michigan Bluff, Foresthill, and Todd Valley. In this area, Foresthill Road is one of the only roads in and out of the area and was stressed from thousands of evacuating residents. The Placer County ETRP will look at high wildfire risk areas (with emphasis on areas with few evacuation routes), and propose improvements to make the transportation network more resilient to wildfire.

This photo shows drone footage of the community of Michigan Bluff during the Mosquito Fire in September 2022. Michigan Bluff and nearby communities like Foresthill were nearly destroyed by this wildfire. Poor air quality from the smoke was felt throughout south Placer County and spread throughout much of Northern California.



The burn scar from the Mosquito Fire is seen here from an overlook at Worton's Market in Foresthill. This illustrates how close the fire came to burning the town of Foresthill. Additionally, burn scars can become more prevalent to landslides following heavy rains, which occurred in a number of places during the winter of 2022-23 in the Mosquito Fire burn scar. The ETRP will look at ways to address vulnerable transportation infrastructure to landslides and other damage resulting from a wildfire.

Placer County Evacuation & Transportation Resiliency Plan Existing Conditions Photos





These first two pictures were taken in March 2023 in the Donner Lake area near the Nevada/Placer County line showing an extreme amount of snow accumulation along a residential street. The winter of 2022-23 was the second snowiest on record in the central Sierra Nevada Mountains, recording 677 inches. It isolated small rural communities and at times cut off major travel corridors like Interstate 80. The Placer County ERTP will analyze the effects of major snow events and recommend improvements to protect the transportation network and ensure access to communities and major corridors.



Major snow events can also cause damage to trees, power lines, and other infrastructure that blocks roads, paths, and rail lines. Shown here is a road in the Lake Tahoe area blocked by fallen trees during a snow storm in 2021.

Placer County Evacuation & Transportation Resiliency Plan Existing Conditions Photos





In mountainous Placer County, landslides are also a concern and threat to transportation infrastructure. This shows a landslide on Old Foresthill Road in the American River Canyon; March 2023. The area had been experiencing higher than normal amounts of rainfall which caused the cliffside to give way and shut down the road. Landslides like this were common in the Mosquito Fire burn scar as well, shown in the second picture where a landslide threatened an area home. As more extreme rainfall events and wildfires continue to increase, planning for resiliency against landslides will be critical.



In this picture the Placer County Sheriff's Office is training for swift water rescue on a flooded roadway in western Placer County. These teams have made several rescues on flooded roadways in the last few years. Many of Placer's rural roadways in the western portion of the county are at risk of flooding during extreme precipitation events. The ETRP will examine flood prone areas and communities and recommend improvements to help address transportation infrastructure that may be more at risk to flood.

Additional Attachments

Disadvantaged Communities Data

Placer County Evacuation & Transportation Resiliency Plan

Disadvantaged Communities Supporting Data

This section contains supporting data for the two methodologies used to determine disadvantaged communities (DACs) within Placer County. The two definitions include:

- AB 1550 California Climate Investments Priority Populations 2023: Placer County has ten census tracts that qualify as low-income under AB 1550, including four in Roseville, four in Auburn, one in Lincoln, and one in unincorporated Kings Beach within the Tahoe Basin. Screenshots of the AB 1550 map tool are included along with the median household income for each census tract considered disadvantaged.
- **Rural Communities under 50,000 population**: Large portions of Placer County are located outside of the census designated urbanized areas. This includes several unincorporated areas like Sheridan, Newcastle, Foresthill, Alta, Dutch Flat, Tahoe City, and the Resort Triangle Area of Lake Tahoe. Most of these areas are in high wildfire risk areas, while Sheridan is located near high flood risk areas. A map has been attached showing the communities that would qualify as disadvantaged based on this metric.

The following is a table of census tracts that qualify as low income under AB 1550 along with the census tract's median household income (Source: U.S. Census Bureau ACS 2022 5-Year Estimates). Screenshots of the map tool are shown on subsequent pages.

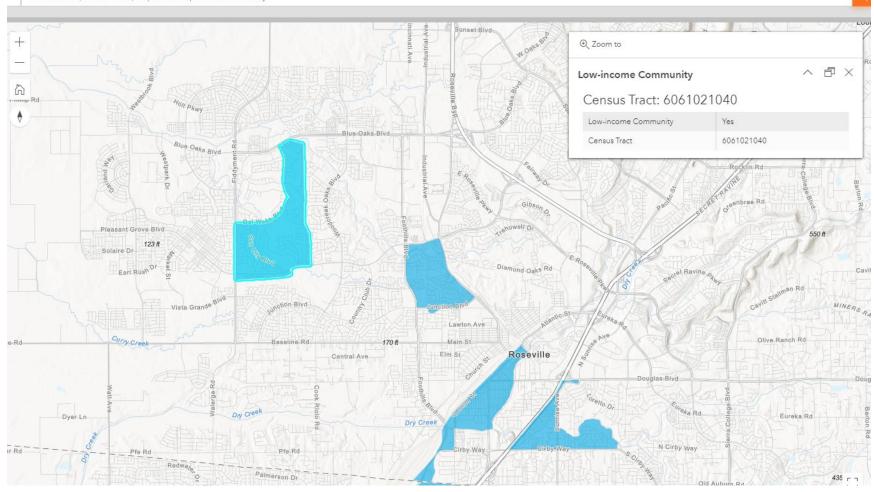
Census Tract	Location	Median Household Income
201.07	Kings Beach	\$46,483
203	Auburn	\$49,358
204.01	Auburn	\$60,938
207.13	Roseville	\$78,000
209.01	Roseville	\$55,625
210.4	Roseville	\$86,728
210.46	Roseville	\$65,924
214.03	Lincoln	\$62,788
216.03	Auburn	\$67,155
218.02	Auburn	\$86,452

Table 1: Low Income Census Tracts in Placer County under AB 1550

Census Tract 210.40 (Roseville)



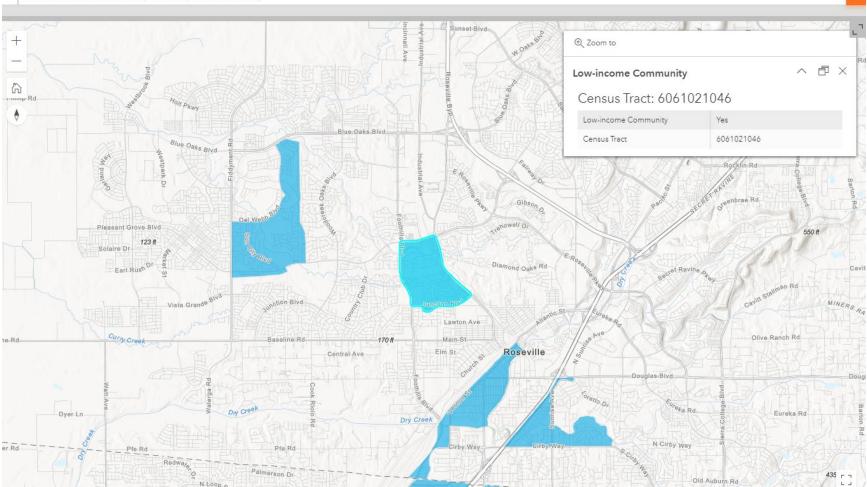
California Climate Investments Priority Populations 2023



Census Tract 210.46 (Roseville)



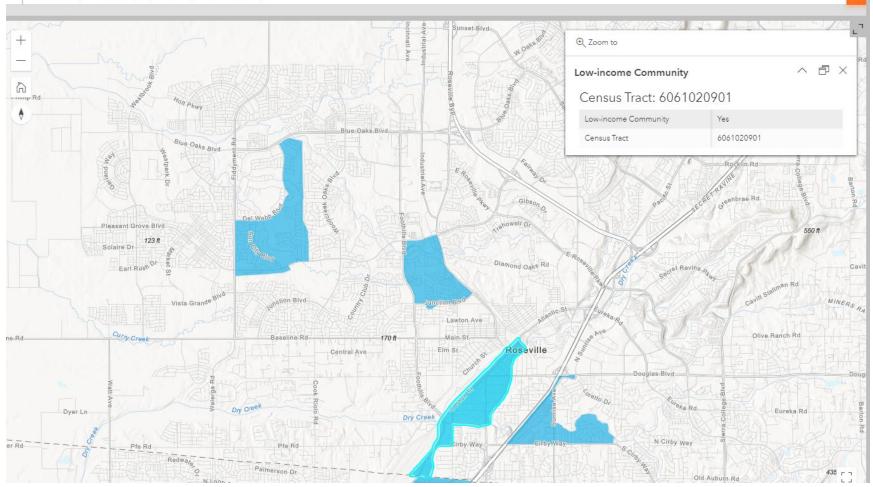
California Climate Investments Priority Populations 2023



Census Tract 209.01 (Roseville)



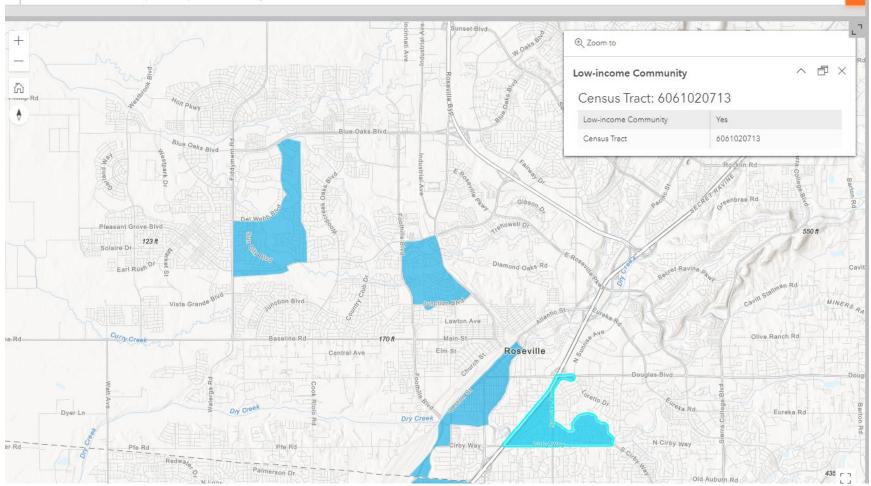
California Climate Investments Priority Populations 2023



Census Tract 207.13 (Roseville)



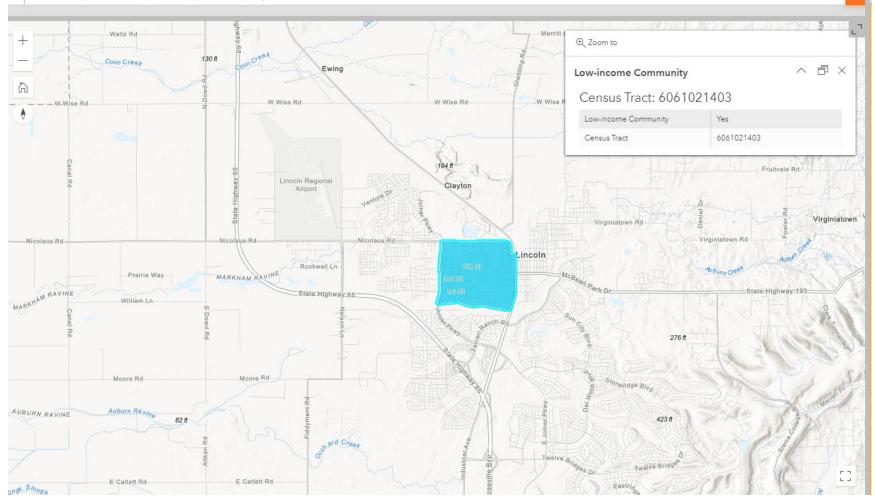
California Climate Investments Priority Populations 2023



Census Tract 214.03 (Lincoln)



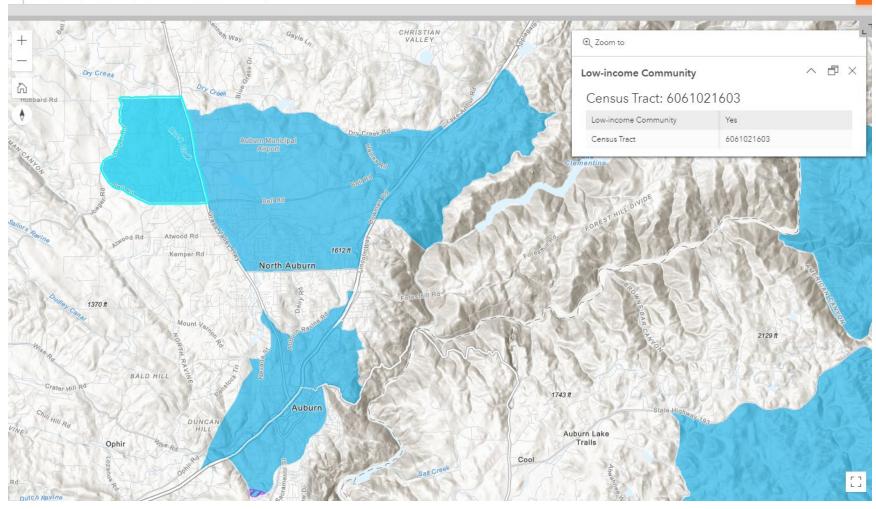
California Climate Investments Priority Populations 2023



Census Tract 216.03 (Auburn)



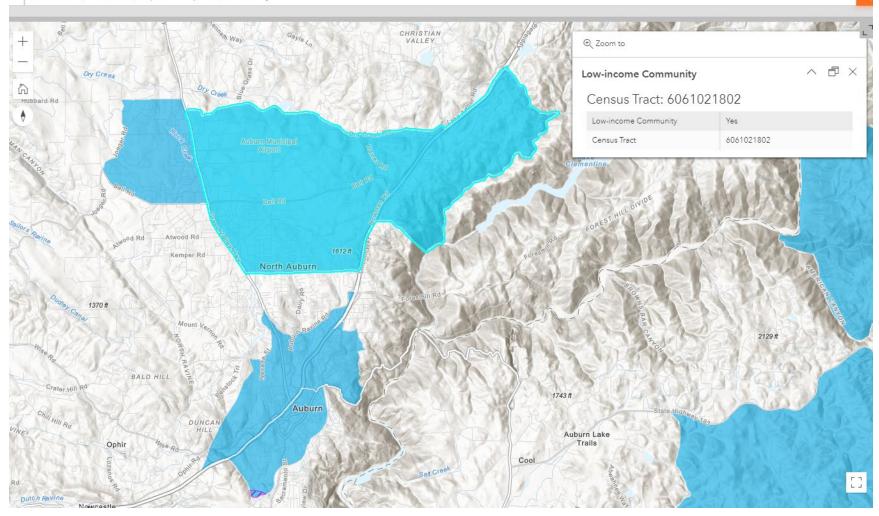
California Climate Investments Priority Populations 2023



Census Tract 218.02 (Auburn)



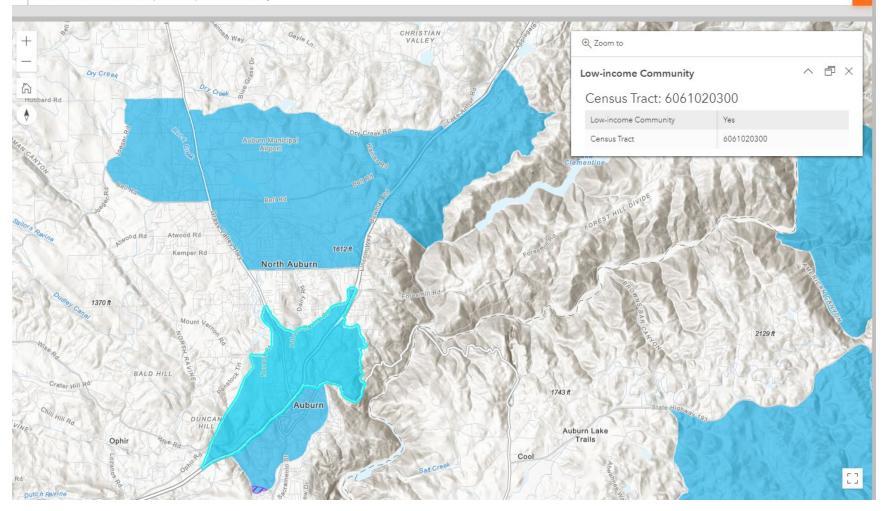
California Climate Investments Priority Populations 2023



Census Tract 203.00 (Auburn)



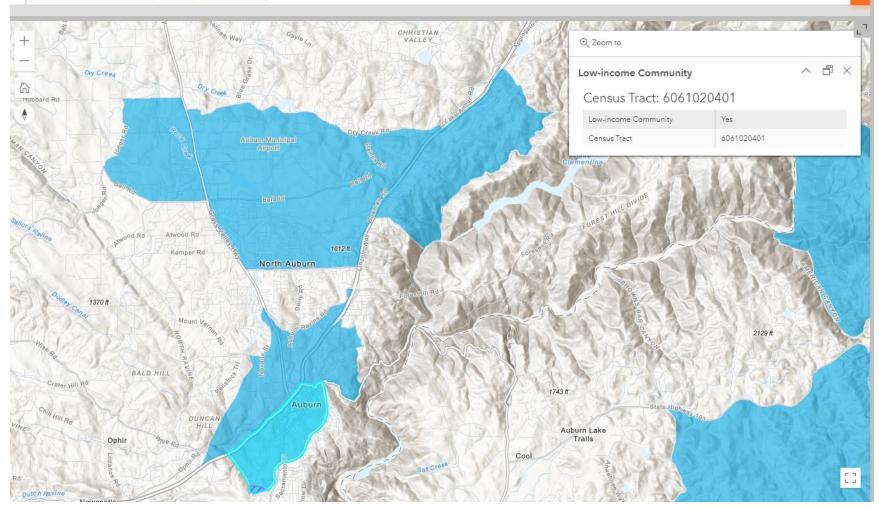
California Climate Investments Priority Populations 2023



Census Tract 204.01 (Auburn)



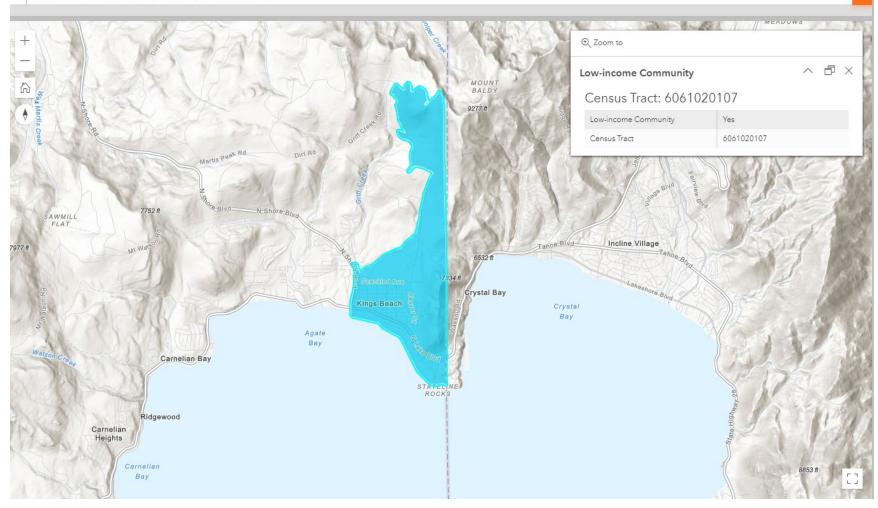
California Climate Investments Priority Populations 2023

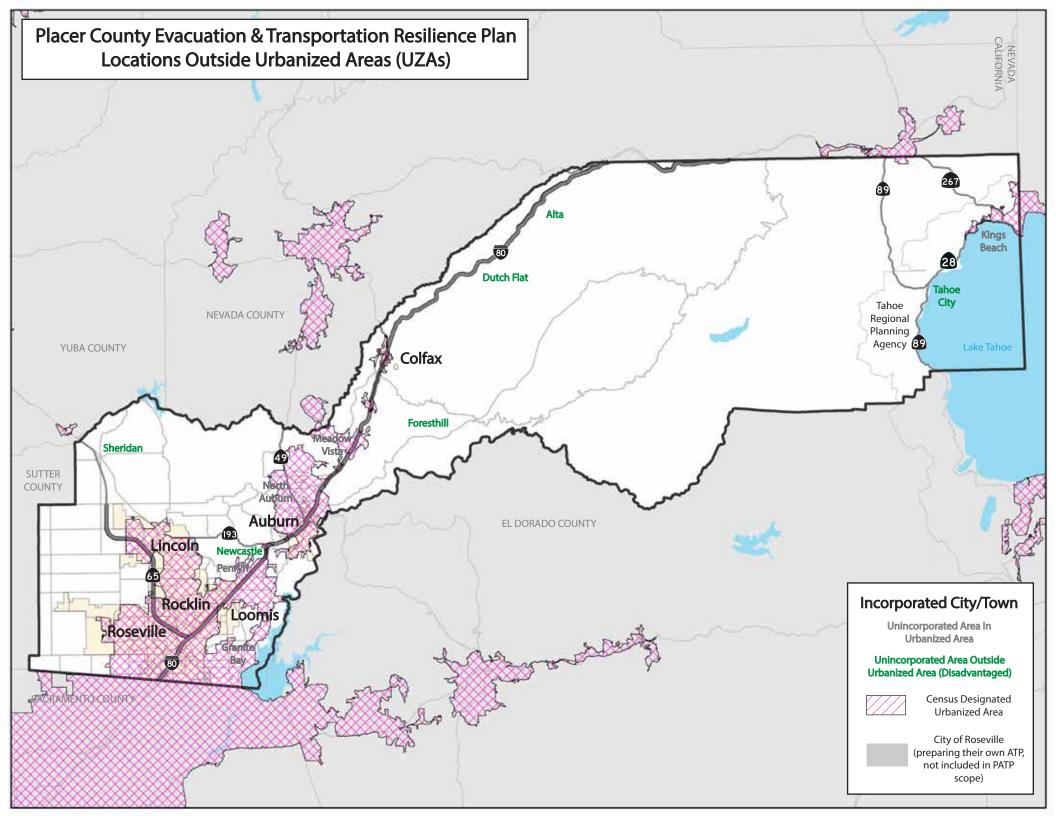


Census Tract 201.07 (Kings Beach)



California Climate Investments Priority Populations 2023





Additional Attachments

SACOG 2020 Blueprint MTP/SCS Relevant Goals









CHAPTER 4

Policies and Implementation Actions

The MTP/SCS is a 20-year plan for growth and transportation investment that facilitates vibrant, healthy communities where residents have access to affordable homes, good jobs, clean air, and ready access to the places and destinations that are part of everyday life. The performance outcomes of this plan are dependent on forward-looking policies and strategies that can guide implementation activities over the next one to five years. To achieve our collective vision for the region's future will require a concerted effort by many agencies and partners, working together to address obstacles and seize opportunities. The policies and strategies of this plan are focused on those key actions that our region needs to take to support four priority policy areas:

Build vibrant places for today's and tomorrow's residents

Foster the next generation of mobility solutions

Modernize the way we pay for transportation infrastructure

Build and maintain a safe, reliable, and multimodal transportation system

A prosperous future with clean air, housing choice, transportation options, and access to opportunity begins with today's actions.

Foster the next generation of mobility solutions

Since the adoption of the last MTP/SCS in 2016, new technologies and mobility options have changed the way the region thinks about transportation. Bike and scooter share, ride-hailing, and on-demand microtransit raise opportunities and challenges for the 20-year scope of the MTP/SCS. How do new mobility options simultaneously complement and compete with public transit? While many new mobility options are showing up in urban parts of the region, how should these technologies and services be deployed in the more suburban and rural parts of the region over the coming decades? And, how do cities and counties ensure equitable access to low-income communities when the market doesn't drive these private options to serve them?

Better travel times, less congestion, improved air quality, and lower greenhouse gas emissions all depend on a variety of mobility options and programs becoming more widely available across all types of communities in the region. These mobility options and programs may include bike or car share, various ride-hailing options like Uber pooling, vanpools, microtransit, transportation demand management, or more traditional services like

SUPPORTING POLICIES

POLICY 3: Implement pilot projects aimed at making microtransit and micromobility (such as bike and scooter share) work for urban, suburban, rural, and low-income areas of the region.

POLICY 4: Pursue flexibility in state and federal funding sources to enable testing and implementation of innovative mobility solutions that are affordable, accessible, and reduce greenhouse gas emissions.

POLICY 5: Support innovative education and transportation demand management programs covering all parts of the region, to offer a variety of alternatives to driving alone.

bus and light rail. A modernized public transit system with good bus and rail service is the backbone of this plan's shared mobility strategy. Bus and light rail service that offers fast, reliable, and safe travel, and connects with new mobility services, can provide more travel choices to residents throughout the region.

The transit strategy of this plan emphasizes increased frequencies on productive transit routes, supplemented by lower cost, microtransit, or demand-sensitive options where ridership is not high enough to justify regular, fixed-route service. Transit service in the plan is dependent on transit-supportive infrastructure and land uses and is complemented by new mobility options that give riders more first/last mile options that increase their opportunities to use transit for at least some portion of their daily travel. The numbers of homes and jobs near high-frequency transit service, with vehicles coming every 15 minutes or more frequently, more than double by 2040. This more frequent transit service, strategically serving higher densities of people, is an important piece of the mobility services that will increase access to jobs by transit by more than 300 percent by 2040.

POLICY 6: Pursue new funding and planning opportunities to support electric vehicle infrastructure and programs for both private vehicles and public transit fleets.

POLICY 7: Support transit agencies and local governments looking to secure funds to improve the frequency, hours of service, and coverage of productive bus service (including bus rapid transit, express bus, and more frequent fixed-route service).

POLICY 8: Support more seamless travel through better traveler information for trip planning, reliable service and coordination between operators for transit, shared mobility and other first/last mile connections.

Modernize the way we pay for transportation infrastructure

Current funding sources for transportation infrastructure are not enough to pay for everything our region wants to build. The gas tax as the primary source of paying for transportation is not sustainable in a future where electric and hybrid vehicles are commonplace. The region must lead the state in finding innovative ways to finance building and maintaining our transportation infrastructure in both the near- and long-term. To meet this challenge, the region is pursuing two types of roadway pricing—facility-based tolling (e.g. managed/ express lanes) and pay-as-you go (PayGo) fees based on mileage driven as a replacement to the fuel tax.

SUPPORTING POLICIES

3

POLICY 9: Pursue new and reformed transportation funding methods and sources to implement the MTP/SCS that are stable, predictable, flexible, and adequate to operate, maintain, and expand the transportation system. Mileage-based fees/PayGo should replace, not be on top of, existing state fuel taxes.

POLICY 10: Find solutions and reliable funding sources to meet the maintenance needs of roads that support rural economies, natural resource-based industries, agriculture, farm-to-market routes, and freight corridors.

POLICY 11: Initiate a leadership role in testing and piloting roadway pricing mechanisms, such as facility-based tolling and mileage-based fees, in partnership with the state, federal, and local agencies and private sector organizations.

POLICY 12: Take steps to implement tolling or pricing of specific lanes on major facilities, such as freeways, to improve traffic management, reliability, and operations of those facilities and to help raise funding for the cost of building and maintaining large capital investments.

The roadway pricing mechanisms in the MTP/SCS are a critical component of the regional strategy to raise enough revenue to fund our transportation infrastructure, provide mobility benefits to residents, manage traffic, and help to achieve the region's SB 375 greenhouse gas reduction target. As the fuel tax diminishes in purchasing power and the state and federal governments look at pricing options to replace it, our region will take a leadership role in figuring out how roadway pricing can replace fuel taxes as a primary source of transportation funding.



SUPPORTING POLICIES

POLICY 17: Reduce the growing system maintenance funding gap by prioritizing spending flexible revenues on state-of-good repair improvements before investing in system expansion.

POLICY 18: System expansion investments that are not directly paid for by new development should be focused on fixing major bottlenecks that exist today, and/or incentivize development opportunities in infill areas.

POLICY 19: Transit expansion, particularly light rail and other fixed infrastructure transit options, should be targeted at communities with supportive land use policies and development patterns that will generate transit ridership and improve the cost recovery rates for transit service.

POLICY 20: Prioritize cost effective safety improvements that will help the region eliminate fatal transportation related accidents.

POLICY 21: Transportation infrastructure investments should be planned and built in a way that makes the system more resilient to extreme weather events and natural disasters.

POLICY 22: Invest in bicycle and pedestrian infrastructure to encourage healthy, active transportation trips and provide recreational opportunities for residents and visitors.

POLICY 23: Prioritize and incentivize transportation investments that benefit environmental justice communities.

POLICY 24: Invest in transportation improvements that improve access to major economic assets and job centers.

POLICY 25: Prioritize investments in transportation improvements that reduce greenhouse gas emissions and vehicle miles traveled.



Additional Attachments

PCTPA 2040 Regional Transportation Plan Relevant Goals

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NOVEMBER 21, 2019



CHAPTER 5 <u>POLICY ELEMENT</u>

As part of the planning process, the Regional Transportation Plan establishes goals, objectives, and policies to guide the development and management of the region's transportation systems.

- *Goals* are general statements of what we want the future to be like. These statements should reflect the region's needs and priorities.
- *Objectives* are specific, quantifiable steps towards the realization of those goals.
- *Policies* are statements that provide direction for decisions to help attain these goals and objectives.

The goals and objectives are used as guiding principles to choose among various options for transportation improvements. Therefore, they should be attainable and realistic. In addition, the goals should relate to present conditions and expected changes in those conditions. Performance measures are also identified and apply to the entire RTP in order to assess priorities for implementation.

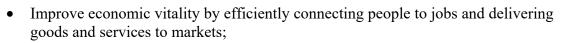
5.1 Overall Goals

The purpose of the RTP is to guide the long-range planning and development of transportation projects in Placer County.

The process of updating the RTP provides an opportunity to participate in both planning and priority setting. The process allows the community to focus their attention on transportation in the context of the Placer County as well as the entire Sacramento region, building both local and regional coalitions. The longer time frame of twenty years gives the community a chance to step back from day-to-day concerns and deliberate on how to achieve the desired transportation system.

The RTP defines the goals of the transportation system and sets priorities for project implementation within the context of six regional planning principles:

- Support well-planned growth and land use patterns;
- Improve environmental quality through better stewardship of the transportation system;
- Fit within a financially constrained budget by delivering cost-effective projects that are feasible to construct and maintain;



- Improve access and mobility opportunities for all people to jobs, services and housing; and
- Provide real, viable travel choices for all people within a diverse county.

The RTP contains the following overall goals that provide the framework for the action and financial elements. The overall goals of the RTP are listed below.

- 1. Maintain and upgrade a safe, efficient, and convenient countywide roadway system that meets the travel needs of people and goods through and within the region.
- 2. Provide effective, convenient, regionally and locally coordinated transit service that connects residential areas with employment centers, serves key activity centers and facilities, and offers a viable option to the drive-alone commute.
- 3. Improve the availability and convenience of passenger rail service.
- 4. Promote general and commercial aviation facilities and services that complement the countywide transportation system.
- 5. Provide for the safe and efficient movement of goods through, within, and into Placer County.
- 6. Promote a safe, convenient, and efficient non-motorized transportation system, for bicyclists, pedestrians, and users of low speed vehicles, which is part of a balanced overall transportation system.
- 7. Provide an economical solution to the negative impacts of single-occupant vehicle travel through the use of alternative transportation methods.
- 8. Promote a transportation system that integrates and facilitates recreational travel and uses, both motorized and non-motorized.
- 9. By integrating land, air, and transportation planning, build and maintain the most efficient and effective transportation system possible while achieving the highest possible environmental quality standards.
- 10. Secure maximum available funding; pursue new sources of funds for maintenance, expansion, and improvement of transportation facilities and services; and educate the public about the need for funding for transportation projects.
- 11. Incorporate all-inclusive public outreach efforts as part of the planning process, and encourage input from all interested groups and persons.



The RTP contains ten specific goals, each with supporting policies and objectives, for roadways, public transit, rail transportation, aviation, goods movement, non-motorized transportation, transportation systems management (TSM), recreation, integrated land use, air quality, and transportation planning, and funding. There are no specific goals defined for Safety and for Intelligent Transportation Systems (ITS). Rather, Safety and ITS are addressed within the goals, objectives and policies of the other subject areas of the Policy Element.

5.2 Goals, Objectives & Policies

GOAL 1: HIGHWAYS/STREETS/ROADWAYS

Maintain and upgrade a safe, efficient, and convenient countywide roadway system that meets the travel needs of people and the movement of goods through and within the region.

Objective A: Identify and prioritize improvements to the roadway system.

Policies:

- 1. Work with Caltrans and local jurisdictions to identify roadways in need of major upgrading to meet standards for safety and design, maximize system efficiency and effectiveness, and plan their improvement through regional planning, corridor system management planning, and capital improvement programming.
- 2. Encourage jurisdictions to implement and utilize pavement management systems that identify and prioritize road maintenance projects.
- 3. Provide technical support to jurisdictions' local roadway improvement efforts through circulation system analysis, and other transportation studies, as requested.

Objective B: Construct, maintain, and upgrade roadways to meet current safety standards.

- 1. Work in partnership with Caltrans and local jurisdictions to identify, improve, and enhance safety conditions on state highways.
- 2. Prioritize roadway projects, including maintenance and repair, required to maintain safety standards.
- 3. Maintain roads in the most cost effective manner given available resources.



4. Encourage local jurisdictions to develop and implement complete street practices in the design and maintenance of local roads.

Objective C: To promote economic development, prioritize roadway maintenance and improvement projects on principal freight and tourist travel routes in Placer County.

Policies:

- 1. Maintain and improve the Interstate 80 Corridor as one of the major connections for freight distribution to and from destinations east of California.
- 2. Improve State Route 65 in order to facilitate goods movement and access to jobs.
- 3. Continue to identify funding for the Placer Parkway, a connector between State Route 65 and State Routes 70 and 99 including access to the Interstate 5 corridor in northern Sacramento County and the Sacramento International Airport.
- 4. Provide for convenient access, on all modes of travel, to tourist and recreational destinations within Placer County.
- 5. Incorporate Intelligent Transportation System (ITS) strategies in roadway improvements to reduce traffic congestion as economically feasible.
- 6. Implement capacity-increasing strategies that encourage use of alternative modes, such as HOV lanes, bus rapid transit, and bus-only lanes.

GOAL 2: PUBLIC TRANSIT

Provide effective, convenient, regionally and locally coordinated transit service that connects residential areas with employment centers, serves key activity centers and facilities, and offers a viable option to the drive-alone commute.

Objective A: Provide transit services that fulfill all "unmet transit needs that are reasonable to meet."



- 2. Prioritize projects that improve the safety, security, and resiliency of the freight transportation system.
- 3. Encourage jurisdictions to provide proper road geometry on roadways intended to accommodate truck traffic.
- 4. At at-grade rail crossings, consider implementing new safety / quiet zones to eliminate train horn noise provided that the crossing accident rate meets Federal Railroad Administration (FRA) standards and supplemental or alternative safety measures are in place in accordance with the FRA Final Train Horn and Quiet Zone Rule (effective June 2005).
- 5. Support local jurisdictions in developing solutions to address potential adverse impacts of the freight transportation system.

GOAL 6: ACTIVE & ALTERNATIVE TRANSPORTATION

Promote a safe, convenient, and efficient transportation system for bicyclists, pedestrians, and users of low speed vehicles, as part of a balanced overall transportation system.

Objective A: Plan and develop a continuous and easily-accessible bicycle, pedestrian, and low-speed vehicle system within the region.

- 1. Work with jurisdictions to update their bicycle and pedestrian plans based on the best practices and in compliance state standards.
- 2. Encourage cross-jurisdictional coordination in the completion of existing and planned bicycle, pedestrian, and low-speed vehicle systems and facilities, with an emphasis on closing gaps.
- 3. Consider Class I, II, and IV bikeways as preferred linkages in the bicycle facilities network. Use Class III bike routes as connectors between bikeways or when roadway characteristics support the use as necessary only when necessary.
- 4. Regularly update the Placer County Bike Map.
- 5. Encourage jurisdictions to develop an implementation plan for accommodating Neighborhood Electric Vehicles (NEV) on appropriate roads.



6. Encourage the development of trails to increase access to open space and recreational areas of the region.

Objective B: Provide a bicycle, pedestrian, and low-speed vehicle system that emphasizes the safety of people and property.

Policies:

- 1. Encourage the adoption of bicycle and NEV ordinances.
- 2. Encourage local jurisdictions to install bicycle safe drain grates and bicycle detection at signalized intersections.
- 3. Encourage secure facilities for bicycle and NEV storage at industrial, governmental, commercial, recreational, and educational locations.
- 4. Require all bicycle facilities funded through the Transportation Development Act to be designed in accordance with the state and federal bikeway design criteria.

Objective C: Integrate pedestrian, bicycle, and low-speed vehicle facilities into a multi-modal transportation system that encourages alternatives to driving alone.

- 1. Improvements to the existing roadway network should consider provisions to properly accommodate bicycles, pedestrians, and NEVs.
- 2. Priority should be placed on roadway and street designs that avoid collisions between bicycles, autos, NEVs, and pedestrians.
- 3. Encourage jurisdictions to build complete street improvement projects, which incorporate bicycle, pedestrian, and transit facilities.
- 4. Encourage jurisdictions to require developers to incorporate pedestrian, bicycle, and NEV friendly designs in commercial centers and parking lots.
- 5. Encourage jurisdictions to implement safe bicycle and pedestrian routes to schools.
- 6. Support local jurisdictions in the planning and implementation of bike share programs.



Objective D: Promote the development of multi-use trails in rural and open space areas.

Policies:

- 1. Support pedestrian/equestrian paths and bicycle trails within open spaces adjacent to creeks, canals, and major traffic corridors.
- 2. Support regional hiking and equestrian trails that link residential areas.

GOAL 7: TRANSPORTATION SYSTEMS MANAGEMENT (TSM)

Provide an economical alternative to the single-occupant vehicle travel through the use of alternative transportation methods.

Objective A: Create a multi-modal transportation network between major residential areas, educational and recreational facilities, and employment centers.

Policies:

- 1. Consider proximity to major travel origins and destinations in siting of new multimodal transportation facilities, including programs such as Spare the Air.
- 2. Encourage jurisdictions to consider multi-modal transportation facility proximity when siting educational, social service, and major employment and commercial facilities.

Objective B: Advance the use of Transportation Demand Management (TDM) in a thorough, cost-effective manner.

- 1. Support the use of public transportation as a transportation control measure to reduce traffic congestion and vehicle emissions.
- 2. Prepare and distribute transit service information to educational, commercial, recreational, and large employment centers.
- 3. Work with Caltrans and local jurisdictions to locate and develop park-and-ride lots in high demand locations.



- 4. Provide outreach to media, employers, and the general public to promote awareness of alternative transportation.
- 5. Continue to support local jurisdiction efforts to promote alternative transportation events and programs.
- 6. Support regional Transportation Demand Management (TDM) programs as a strategy for education and promotion of alternative travel modes for all types of trips toward reducing Vehicle Miles Traveled (VMT) by 10 percent.

Objective C: Promote the use of technology to reduce work-related, educationrelated, and personal trips.

Policies:

- 1. Encourage employers to develop and implement telecommuting and flexible work hour programs for their workers.
- 2. Encourage employers to use teleconferencing to reduce the need for face-to-face meetings.
- 3. Provide informational resources to businesses and individuals regarding telecommuting, teleconferencing, and satellite work locations.
- 4. Encourage the use of technology to remove the need for day to day tasks to be done in person.
- 5. Encourage the development and use of technological advances that enable students to participate in classroom instruction from their homes.

GOAL 8: RECREATIONAL TRAVEL

Promote a transportation system that integrates all available modes and facilitates recreational travel and activities.

Objective A: Incorporate access to recreational centers in the transportation infrastructure.



Policies:

- 1. Consider peak recreational seasons and times when designing facilities for all modes, including transit services, new roadways, bike routes, pedestrian paths, managed or bus priority lanes, and electronic information systems.
- 2. Promote the advantages of "leaving your car behind" to travelers, and inform them of alternatives.
- 3. Consider the transportation needs of employers and employees in the recreation industry when designing transit services.

GOAL 9: INTEGRATED LAND USE, AIR QUALITY & TRANSPORTATION PLANNING

By integrating land, air, and transportation planning, build and maintain the most efficient and effective transportation system possible while achieving the highest possible environmental benefit.

Objective A: Provide information and support services to jurisdictions regarding the countywide transportation impacts of local land use decisions.

- 1. Where possible, support jurisdictions' efforts to maintain their adopted performance measures on local streets and roads in accordance with the applicable general plan Circulation Element.
- 2. Provide comment on the consistency of county and local general and specific plans with airport land use plans.
- 3. Encourage jurisdictions to require land uses which produce significant trip generation to be served by roadways with adequate capacity and design standards to provide safe usage for all modes of travel.
- 4. Encourage jurisdictions to protect corridors and rights-of-way, when identified, for future road and transit corridors through the adoption of specific plans and general plans.



- 5. Encourage jurisdictions to design neighborhoods and communities to reduce vehicle miles traveled (VMT) and enable shorter length trips to be made using alternative modes.
- 6. Encourage thorough examination, context sensitive design, and mitigation of transportation impacts when planning and constructing transportation improvements through or near residential communities.

Objective B: Provide transportation infrastructure that meets existing and future needs.

- 1. Encourage jurisdictions to develop roadways and transit investments that complement growth patterns, infill development, economic development programs, and requirements of infrastructure to support planned land uses.
- 2. Encourage jurisdictions to review and assess the impact of new development proposals consistency with the regional sustainable communities strategy, and the impact on local circulation plans and transit system demand and supply.
- 3. Encourage jurisdictions to require street patterns for new roadways, especially in commercial, industrial, and high-density residential areas, that take into consideration the requirements of public transit.
- 4. Explore and analyze opportunities to add additional rail stations and infrastructure, while maintaining and expanding existing rail infrastructure as necessary.
- 5. Encourage jurisdictions to include the needs of all transportation users in the planning, design, construction, reconstruction, and maintenance of roadway, bridge, and transit facilities.
- 6. Encourage jurisdictions to diversify their transportation energy infrastructure to accommodate future alternative fuels and fleets
- 7. Support federal, state, and local jurisdictions in the planning for a regional transportation network that accommodates autonomous vehicles.
- 8. Encourage and coordinate with local jurisdictions to plan for and implement a resilient transportation network that meets state and federal requirements for climate change.



Objective C: Ensure that transportation projects satisfy regional air quality conformity standards.

Policies:

- 1. Prioritize and recommend transportation projects that provide cost effective movement of people and goods while minimizing vehicle emissions.
- 2. Continue to promote projects that can be demonstrated to reduce air pollution and greenhouse gases, maintain clean air and better public health, through programs and strategies, to green the transportation system.
- 3. Work with the Placer County Air Pollution Control District in developing plans that meet the standards of the California Clean Air Act and the Federal Clean Air Act Amendments, and also lead to reduced greenhouse gas emissions.
- 4. Work with the Sacramento Area Council of Governments to evaluate the impacts of each transportation plan and program on the timely attainment of ambient air quality standards, and regional greenhouse gas emission reduction targets.
- 5. Solicit the input of the Placer County Air Pollution Control District on all transportation plans, programs, and projects.

Objective D: Work with local jurisdictions, the Sacramento Area Council of Governments, Caltrans, the California Transportation Commission, and other transportation agencies to develop a regional planning and programming process to ensure that Placer County jurisdictions have maximum participation and control in the transportation decision-making process.

- 1. Use mechanism such as Memorandums of Understanding and joint powers agreements between jurisdictions to accomplish sound planning and implementation of multi-jurisdictional transportation projects and programs.
- 2. Facilitate the coordination and implementation of local, county-wide, and regional transportation programs to improve mobility and air quality.
- 3. Build coalitions with key private sector and community groups to involve the community in developing transportation solutions.
- 4. Monitor state and federal legislative proposals and provide input regarding their impacts on local and regional transportation programs.



Objective E: Participate in state, multi-county and local transportation efforts to insure coordination of transportation system expansion and improvements.

Policies:

- 1. Continue to coordinate with local jurisdictions in transportation improvement efforts.
- 2. Continue to participate in statewide forums such as the Regional Transportation Planning Agencies group, Rural Counties Task Force, and California Association of Council of Governments, in order to maximize opportunities for transportation improvements in Placer County.
- 3. Work with appropriate agencies, including Caltrans and SACOG, to ensure coordination of interjurisdictional transportation corridor projects.

GOAL 10: FUNDING

Secure maximum available funding; pursue new sources of funds for maintenance, expansion, and improvement of transportation facilities and services; and educate the public about the need for funding for transportation projects.

Objective A: Obtain funding of vital transportation needs through all conventional sources.

- 1. Maximize use of federal and state transportation funding sources to achieve RTP policies and objectives, and advocate for full funding of transportation programs, including the State Transportation Improvement Program (STIP).
- 2. Assist jurisdictions to identify and obtain grant funding.
- 3. Seek funding for public transportation implemented to serve social service programs from the agencies responsible for the programs.
- 4. Work with the California Transportation Commission, Caltrans, local jurisdictions, the United Auburn Indian Community, and other regional agencies to maximize allocations of statewide funds, such as State Highway Operation Protection Program and Interregional Transportation Improvement Program, for Placer County projects.



- 5. Promote the funding of operational improvements that will improve traffic flows and increase the capacity of person trips at relatively low cost.
- 6. Promote the funding of operational improvements, maintenance, and modernization of public transit services and facilities.
- 7. Promote funding of maintenance for existing infrastructure as a top priority.
- 8. Promote funding for transportation investments in non-urbanized/rural areas.
- 9. Promote the funding of bicycle, pedestrian, low-speed vehicle projects which are part of a regional or community-wide plan.
- 10. Promote the funding of bicycle, pedestrian, low-speed vehicle projects which increase accessibility to recreational, commercial, or educational facilities.
- 11. Work with State and Federal officials to resist attempts to divert or reduce transportation funding.
- 12. Manage Federal and State funding so as to simplify, expedite, and maximize project delivery, including working out ways to exchange various types of funds among jurisdictions and projects.
- 13. Continue to fund project development to create shelf-ready projects for available funding opportunities.

Objective B: Develop innovative funding sources for vital transportation needs where conventional funding sources are insufficient to do so.

- 1. Encourage jurisdictions to devise user charges that link the financing of new or expanded facilities and services to the development that creates or increases the need for such.
- 2. Consider alternative customized transportation fund sources such as development impact fees, establishment of assessment districts, license and vehicle registration fees.
- 3. Work with the League of California Cities, California State Association of Counties, legislators, transportation groups, and other interested parties to develop new sources of funding for road rehabilitation, maintenance and operation of the existing transportation system and expansion to meet future needs.

Sample Consultant Services Master Agreement & Forms

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

THIS AGREEMENT ("Agreement" or "Contract"), is made and entered into as of this _____ day of _____, 2023, at ______, California, by and between the Placer County Transportation Planning Agency (hereinafter referred to as "PCTPA" or "Agency"), and ______ (hereinafter referred to as "Contractor" or "Consultant").

RECITALS:

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

NOW, THEREFORE, the parties mutually agree as follows:

1. <u>Employment of Contractor.</u>

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. <u>Scope of Services.</u>

Contractor agrees to fully perform the work described in, and to abide by any additional terms and conditions set forth in, each fully executed Letter of Task Agreement. PCTPA reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement and Letter of Task Agreement. Any proposed amendment to the scope of services must be submitted by Contractor in writing for prior review and written approval by PCTPA's Executive Director. Approval shall not be presumed unless such approval is made by PCTPA in writing.

3. <u>Compliance with Laws and Incorporation of Federal and State Guidelines.</u>

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. Contractor warrants and represents to PCTPA that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by PCTPA. PCTPA is not responsible or liable for Contractor's failure to comply with any or all 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. <u>Term.</u>

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

b. Contractor is advised that any recommendation for contract award is not binding on PCTPA until the contract is fully executed and approved by PCTPA.

c. Time is of the essence in the performance of this contract, and production and delivery schedules set forth in each Letter of Task Agreement must be met.

5. <u>Standard of Quality</u>.

All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

6. <u>Compensation.</u>

a. Payment to the Contractor shall be made as set forth in each Letter of Task Agreement. The amount to be paid shall not exceed the amount specified in the applicable Letter of Task Agreement, which amount shall constitute full and complete compensation for the Contractor's services. In no instance shall PCTPA be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement and the applicable Letter of Task Agreement. The consideration to be paid Contractor, as provided in the applicable Letter of Task Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under the applicable Letter of Task Agreement, including travel and per diem, unless otherwise expressly so provided.

7. <u>Reporting and Payment.</u>

a. During the term of an operative Letter of Task Agreement, the Contractor shall submit to PCTPA, attention Executive Director, a requisition for payment and narrative progress report not more frequently than once monthly. Each requisition for payment shall refer to the Work Element referenced in the Letter of Task Agreement, and shall conform to the following: (1) be prepared on Contractor's letterhead; (2) be signed by Contractor's Project Manager; (3) contain a unique invoice number; (4) attach appropriate documentation; (5) invoice each work element/milestone separately; and (6) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices.

b. Contractor shall submit written requisitions for payment to PCTPA, and shall specify the time, date, personnel, and hours billed since the date of the preceding requisition for payment, if any, and shall indicate that it has satisfactorily performed the work and completed the percent of product for which payment is being requisitioned in conformance with the Letter of Task Agreement, and that it is therefore entitled to receive the amount so requisitioned under the terms of the agreement.

c. PCTPA shall pay the Contractor 90 percent (90%) of the amount invoiced until the Contract is completed to PCTPA's satisfaction, as required by the terms of the Letter of Task Agreement. Following final product acceptance by PCTPA, the final 10 percent (10%) of the contract amount will be released upon Contractor requisition for final contract payment.

d. Contractor shall establish and maintain separate account records for the fiscal activities of each

Letter of Task Agreement. The requisitions for payment shall include documentation of reimbursable expenses and other invoiced items sufficient for PCTPA, in its opinion, to substantiate billings. PCTPA reserves the right to withhold payment of disputed amounts.

e. Contractor's accounting system shall conform to generally accepted accounting principles. Contractor's accounting records, together with supporting documents, shall be kept separate from other documents and records and shall be kept available for inspection by PCTPA and other authorized agencies during the period of performance of the contract, and for three (3) years after PCTPA makes final payments, and all other pending matters are closed.

f. In the event that any of the expenses for which PCTPA reimburses the Contractor are later disallowed pursuant to Section 28, Contractor expressly agrees to reimburse PCTPA an amount equal to that disallowed. PCTPA agrees to assert any appeal for a disallowed expense on behalf of Contractor.

8. <u>Rebudgeting of Funds.</u>

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. <u>Data to be Furnished by Contractor.</u>

Whenever information that Contractor previously provided to PCTPA in response to the request for proposals (RFP) or set-forth in this Agreement is no longer complete, accurate, or up-to-date, Contractor shall notify PCTPA, attention Executive Director, and provide PCTPA the most current information regarding:

- a. The Contractor's name, local address, telephone number, and contact person.
- b. A general description of the Contractor's services.
- c. The names and titles of the individuals who can provide the planning and support services provided to PCTPA.
- d. A description of the work performed, and the skills and training of the individuals so named, including a current resume for each individual.
- e. The hourly billing rates and charges for the individuals named.
- f. Contractor's Affidavit of Disadvantaged Business Enterprise (if applicable).

10. <u>Submission of Reports.</u>

a. All reports specified in a Letter of Task Agreement must be submitted to PCTPA in a draft form for review, to the attention of the Executive Director. In the absence of an express, written statement of dissatisfaction within thirty (30) working days, any draft report submitted will be deemed satisfactory.

b. No final report shall be prepared in form for publication prior to approval by PCTPA.

11. <u>Personnel.</u>

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 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. <u>Contractors and Subcontractors.</u>

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

a. PCTPA reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Nothing contained in this Agreement or otherwise, shall create any contractual relation between PCTPA and any subcontractor, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to PCTPA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from PCTPA's obligation to make payments to the Contractor.

c. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by PCTPA's Project Manager, except that which is expressly identified in the approved Cost Proposal.

d. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Contractor by PCTPA.

e. Any contract or sub-contract shall contain the same applicable provisions of this Agreement, and shall require the contractor and its subcontractors, if any, to:

- (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (2) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
- (3) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three(3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

CONSULTANT SERVICES – EVACUATION AND TRANSPORTATION RESLIENCY PLAN FOR PLACER COUNTY MASTER AGREEMENT 25-ETRP-01

(4) Permit PCTPA and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

f. Any substitution of subcontractors must be approved in writing by PCTPA's Project Manager prior to the start of work by the subcontractors.

14. <u>Prohibition Against Contingent Fees.</u>

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

15. <u>Termination.</u>

a. PCTPA reserves the right to terminate this Agreement or any Letter of Task Agreement upon thirty (30) calendar days written notice to Contractor with any reason or no reason for termination stated in the notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 35.

b. PCTPA may terminate this Agreement with Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, PCTPA may proceed with the work in any manner deemed proper by PCTPA. If PCTPA terminates this Agreement with Contractor, PCTPA shall pay Contractor the sum due to Contractor under this Agreement prior to Contractor's failure to perform, unless the cost of completion to PCTPA exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

c. The maximum amount for which the PCTPA shall be liable if this contract is terminated is [insert total contract NTE amount] Dollars (\$xxxx).

d. If PCTPA issues a notice of termination:

- (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
- (2) Contractor shall deliver to PCTPA copies of all Writings prepared by the Contractor under the Letter of Task Agreement, whether or not completed, which were prepared by Contractor, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any

tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) PCTPA shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Sections 6 and 7, less any compensation to PCTPA for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 7. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then PCTPA shall be obligated to compensate Contractor only for that portion of Contractor's services

CONSULTANT SERVICES – EVACUATION AND TRANSPORTATION RESLIENCY PLAN FOR PLACER COUNTY MASTER AGREEMENT 25-ETRP-01

which is of benefit to PCTPA.

16. <u>Contract Amendments.</u>

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. <u>Conflict of Interest.</u>

a. Contractor shall disclose any financial, business, or other relationship with PCTPA that may have an impact upon the outcome of this Agreement, or any ensuing PCTPA construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing PCTPA construction project, which will follow.

b. Contractor hereby certifies that no employee of Contractor or any subcontractor, has, nor shall it acquire, any past, ongoing, or potential financial or business interest that would conflict with the performance of services under this Agreement. Contractor and any subcontractors shall exercise reasonable care and diligence to prevent any actions or conditions that could be deemed a conflict of interest under the Fair Political Practices Act or California Government Code section 1090, and following, or other law. During the term of this Agreement, the Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with PCTPA or in any way compromise the services to be performed under this Agreement.

c. Contractor shall immediately notify PCTPA of any and all potential violations of this paragraph upon becoming aware of the potential violation.

d. Any subcontract entered as a result of this contract shall contain all the provisions of this Section.

18. <u>Political Reform Act Compliance.</u>

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. <u>Americans with Disabilities Act (ADA) of 1990.</u>

By signing this Agreement, Contractor assures PCTPA that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Contractor also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.

20. <u>Drug-Free Certification.</u>

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.

- 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.
- 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.

21. <u>Union Organizing.</u>

b.

c.

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

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.

22. <u>Campaign Contribution Disclosure.</u>

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.

23. <u>Successors and Assigns.</u>

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.

24. <u>Disclosure of Information.</u>

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

25. <u>Minimum Insurance Requirements.</u>

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) Wo Liability.	orkers' Compensation; Employer's	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.	
Se	mprehensive Automobile: Insurance rvices Office, form #CA 0001 covering tomobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.	
Of	eneral Liability: Insurance Services fice Commercial General Liability verage (occurrence form CG 0001).	·)· · ·)· · · 1	
(.) ===	rors and Omissions/Professional ability	\$1,000,000 per claim and \$2,000,000 in aggregate	

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

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

- (1) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects PCTPA, its directors, officers, employees, and agents. Any insurance or self-insurance maintained by PCTPA, its directors, officers, employees or agents shall be in excess of Consultant's insurance and shall not contribute to it.
- (2) Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to PCTPA, its directors, officers, employees or agents.
- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to PCTPA.

c. <u>Acceptability of Insurers</u>: 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. <u>Certificate of Insurance and Additional Insured Requirement</u>: 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 containing the following:

- (1) Thirty (30) days prior written notice to PCTPA of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
- (2) The following statement with respect to the Commercial General Liability policy: "PCTPA and its directors, officers, agents, employees, and volunteers are made additional insureds, but only insofar as the operations under this Agreement are concerned."

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e. <u>Certified Copies of Policies</u>: Upon request by PCTPA, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.

f. <u>Consultant's Responsibility</u>: 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.

26. 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.

27. <u>Retention of Records and Audit Procedures.</u>

a. PCTPA or its designee, including but not limited to any State or Federal agency, shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code 8546.7.

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

c. Contractor and its subcontractors agree to cooperate with the State and PCTPA by making all appropriate and relevant project Records available for audit, inspection, and/or copying by the State, the California State Auditor, or any duly authorized representative of the State or Federal government. Such Records shall be available at all reasonable times during the term of this Agreement and for three (3) years from the date of submission of the final expenditure report to any applicable State or federal agency.

d. For the purpose of determining compliance with Public Contract Code 10115, *et seq.*, and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.*, (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Contractor, subcontractors, and PCTPA shall maintain and make available for inspection all Records, and other evidence pertaining to the performance of the contract including, but not limited to, the costs of administering the Agreement.

(1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the Agreement. The State, State Auditor, PCTPA, FHWA, or any

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duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Contractor and it's certified public accountants (CPA) work papers that are pertinent to the Agreement, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- (2) Subcontracts in excess of \$10,000 shall contain this entire Section 27.
- e. <u>Audit Review Procedures</u>:
 - (1) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by PCTPA's Chief Executive Officer.
 - (2) Not later than 30 days after issuance of the final audit report, Contractor may request a review by PCTPA's Chief Executive Officer of unresolved audit issues. The Contractor's request for review will be submitted in writing.
 - (3) Neither the pendency of a dispute nor its consideration by PCTPA will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.
 - (4) Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit workpaper review. If selected for audit or review, the Agreement, cost proposal, ICR and related workpapers, if applicable, will be reviewed to verify compliance with applicable laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure Federal, State, or local government officials are allowed full access to the CPA's workpapers including making copies, as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Contractor and approved by PCTPA to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by PCTPA at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

28. <u>Compliance with Non-Discrimination and Equal Employment Opportunity Laws</u>

It is Agency's policy to comply with state and applicable federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 et seq., and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and other California State discrimination laws and regulations. The Agency does discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. The Agency prohibits discrimination by its employees, contractors and consultants.

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

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

29. <u>Governing Law and Forum.</u>

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.

- 30. <u>Costs and Attorneys' Fees</u>: 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.
- 31. Indemnification.

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

32. <u>Ownership of Documents; Permission.</u>

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

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

CONSULTANT NAME CONSULTANT SERVICES – EVACUATION AND TRANSPORTATION RESLIENCY PLAN FOR PLACER COUNTY MASTER AGREEMENT 25-ETRP-01

33. <u>Severability.</u>

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.

34. 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.

35. Notices and Project Managers.

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

Matt Click, Executive Director Placer County Transportation Planning Agency 299 Nevada Street Auburn, California 95603 [CONSULTANT NAME] [Firm Name] [ADDRESS]

36. <u>Authority.</u>

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.

37. 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.

- 38. <u>Counterparts</u>: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures
- 39. <u>Waivers</u>: 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.
- 40. Litigation: Contractor shall notify PCTPA immediately of any claim or action undertaken by it or

CONSULTANT NAME CONSULTANT SERVICES – EVACUATION AND TRANSPORTATION RESLIENCY PLAN FOR PLACER COUNTY MASTER AGREEMENT 25-ETRP-01 against it that affects or may affect this Agreement or PCTPA, and shall take such action with respect to the claim or

- 41. <u>Rebates, Kickbacks, or Other Unlawful Consideration</u>: Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any PCTPA employee. For breach or violation of this warranty, PCTPA shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 42. <u>State Prevailing Wage Rates</u>: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

b. Any subcontract entered as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all the provisions of this Section.

c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

- 43. <u>Disputes</u>: Any dispute, other than audit, concerning a question of fact arising under this
 - Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of PCTPA's Project Manager and Technical Advisory Committee (TAC). This Committee may consider the written information or additional verbal information submitted by Contractor at the request of the Committee. A determination shall be made by the Committee within ten business days. In the event that Contractor disputes the Committee's determination, Contractor may request review by PCTPA's Executive Director of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Contractor's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Contractor from full and timely performance in accordance with this Agreement.

44. <u>Confidentiality of Data</u>:

a. All financial, statistical, personal, technical, or other data and information relative to PCTPA's operations, which are designated confidential by PCTPA and made available to Contractor to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by PCTPA relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

c. Contractor shall not comment publicly to the press or any other media regarding this Agreement or PCTPA's actions on the same, except to PCTPA's staff, Contractor's own personnel involved in the performance of this contract, or in response to questions from a Legislative committee.

d. Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by PCTPA, and receipt of PCTPA'S written permission.

e. Any subcontract entered as a result of this contract shall contain all the provisions of this Section.

f. All information related to cost estimates is confidential, and shall not be disclosed by Contractor to any entity other than PCTPA.

- 45. <u>Evaluation of Contractor Performance</u>: Contractor's performance may be evaluated by PCTPA. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the contract file.
- 46. <u>Funding Requirements</u>:

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

b. This Agreement is valid and enforceable only, if sufficient funds are made available to PCTPA for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or PCTPA's governing Board that may affect the provisions, terms, or funding of this Agreement in any manner.

c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

d. PCTPA has the option to void the contract under the 30-day termination clause pursuant to Section 15 of this Agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

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

Placer County Transportation Planning Agency (CONSULTANT NAME)

Matt Click, AICP Executive Director (<mark>NAME</mark>) (TITLE)

Date: _____ Date: _____

Enclosures

- 1) Exhibit A: Levine Act Disclosure Statement
- 2) Letter of Task Agreement #xxx, dated xxx
- 3) DOT Exhibit 10-O1: Consultant Proposal DBE Commitment
- 4) DOT Exhibit 10-O2: Local Agency Proposer DBE Commitment

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:

Dan Wilkins Suzanne Jones Ken Broadway Trinity Burruss Anthony M. DeMattei Alice Dowdin Calvillo Ben Brown Bruce Houdesheldt Amanda Cortez

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)

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency:

2. Contract DBE Goal:

3. Project Description:

4. Project Location:

5. Consultant's Name: ______ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this	Section		
17. Local Agency Contract Number:		11. TOTAL CLAIMED DBE PARTICIPATION	%
18. Federal-Aid Project Number:		TI. TOTAL CLAIMED DBE PARTICIPATION	/0
19. Proposed Contract Execution Date:			
20. Consultant's Ranking after Evaluation:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
		14. Preparer's Name 15. Pho	ne
		16. Preparer's Title	

DISTRIBUTION: Original - Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.

2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.

3. Project Location - Enter the project location as it appears on the project advertisement.

4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).

5. Consultant's Name - Enter the consultant's firm name.

6. Prime Certified DBE - Check box if prime contractor is a certified DBE.

7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.

8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.

9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.

10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.

11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).

12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.

13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.

14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.

15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.

18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.

19. Proposed Contract Execution Date - Enter the proposed contract execution date.

20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.

21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.

22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.

23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.

24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

2. Contract DBE Goal: 1. Local Agency:

3. Project Description:

4. Project Location:

5. Consultant's Name: ______6. Prime Certified DBE: □ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for <u>ALL</u> Subconsultants: ______ 9. Total Number of <u>ALL</u> Subconsultants: ______

		1	1	
10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount	
Local Agency to Complete this	Section		\$	
20. Local Agency Contract	14. TOTAL CLAIMED DBE PARTICIPATION	φ		
21. Federal-Aid Project Number:		14. TOTAL CLAIMED DBE PARTICIPATION		
22. Contract Execution			%	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
23. Local Agency Representative's Signature 24	1. Date	15. Preparer's Signature 16. Date	9	
25. Local Agency Representative's Name 26	3. Phone	17. Preparer's Name 18. Pho	ne	
27. Local Agency Representative's Title		19. Preparer's Title		

DISTRIBUTION: 1. Original - Local Agency

2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.

2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.

3. Project Location - Enter the project location as it appears on the project advertisement.

4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).

5. Consultant's Name - Enter the consultant's firm name.

6. Prime Certified DBE - Check box if prime contractor is a certified DBE.

7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.

8. Total Dollar Amount for <u>ALL</u> Subconsultants – Enter the total dollar amount for all subcontracted consultants.

SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.

9. Total number of <u>ALL</u> subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.

10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.

11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.

12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.

13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.

14. Total Claimed DBE Participation - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).

15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.

16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.

17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.

18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.

19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.

21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.

22. Contract Execution Date - Enter the date the contract was executed.

23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.

24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.

25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.

26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

GenAl Reporting & FactSheet Form (STD 1000)

Generative Artificial Intelligence (GenAl) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

Solicitation / Contract Number	Bidder ID / Vendor ID (optional)		
Business Name	Business Telepho	e Number	
Business Address	City Sta	te Zip Code	

Contract / Description of Purchase

Section 2: Reporting and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAl technology, model, service, or system (collectively, "product")?
Yes No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAl system. See *GenAl Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAl Model Name	1e	
LLM Version (Including number of parameters)	of	
All Model Names/ Owners for The Solution or Offering		

2. Applications /	
Product Owner	
(GenAl powered or	
driven)	
3. Product	
Description	
4. Use Case(s)	
E lutended	
5. Intended	
Information Domain	
6. Explain how the Gen	AI system is not adversely affecting decisions that materially impact access
-	sing or accommodations, education, employment, credit, health care, and
criminal justice.	
Signature	

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

Signature

Date

Submit completed form to the awarding department.

GenAl Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

- 1. GenAl Model Name, LLM Version (including number of parameters) and All Model Names/Owners for The Solution or Offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAl models.
- 2. Applications/Product Owner (GenAl powered or driven):
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAl system.
- 3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
- 4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAl model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
- 5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAl model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAl model is suitable for their specific use case.
- 6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAl system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
- 7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000