

**LASSEN COUNTY
TRANSPORTATION COMMISSION**



REQUEST FOR PROPOSALS

US 395 Coalition and Implementation Plan

October 5, 2018

Lassen County Transportation Commission
1631 Alhambra Blvd, Ste. 100
Sacramento, CA 95816
www.lassenctc.com

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REQUEST FOR PROPOSALS

US 395 Coalition and Implementation Plan

TABLE OF CONTENTS

I.INTRODUCTION.....1

II. BACKGROUND.....1

III. PROJECT SUMMARY AND DESCRIPTION.....3

IV. SCOPE OF WORK/SERVICES4

V. CONTACT PERSON8

VI. PROJECT TIMETABLE.....8

VII. GENERAL CONDITIONS9

VIII. PROPOSAL CONTENT AND ORGANIZATION11

IX. PROPOSAL EVALUATION AND SELECTION.....13

X. PROTEST PROCEDURES13

XI. PAYMENT SCHEDULE.....16

XII. PROFESSIONAL SERVICES AGREEMENT16

I. INTRODUCTION

The Lassen County Transportation Commission (“LCTC” or the “Commission”) is the Regional Transportation Planning Agency (RTPA) for Lassen County. LCTC represents the regional transportation planning interests and is responsible for leading regional transportation for the Lassen County region, which includes the County of Lassen and the City of Susanville.

The Commission is made up of three members of the Lassen County Board of Supervisors and three members of the Susanville City Council.

DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Commission include the following:

1. Establishment of rules and regulations to provide for administering transportation planning and allocating the Transportation Development Act (TDA) Funds.
2. Receipt and approval of claims for TDA Funds.
3. Conduct public meetings and hearings as required by law.
4. Administer the regional transportation planning process
5. Every five years update and adopt a Regional Transportation Plan.
6. Every two years adopt a Regional Transportation Improvement Program.
7. Oversee the delivery of State Transportation Improvement Program projects, pursuant to the requirements of Senate Bill 45 (Statutes of 1997) and the April 1998 Memorandum of Understanding with Caltrans.
8. Coordinate, consult, and collaborate with the Susanville Indian Rancheria and Lassen Transit Service Agency.
9. Conduct outreach efforts to the traditionally under-represented and under-served populations such as the elderly, disabled, low-income, and minority (i.e. Black, Hispanic, Asian American, American Indian/Alaskan Native, and Pacific Islander) community groups.

II. BACKGROUND

Lassen County lies in northeastern California, situated at the north end of the Sierra Nevada Range. It is bounded by the State of Nevada to the east, and by the Counties of Modoc, Shasta, Sierra and Plumas to the north, west and south, respectively. It is the eighth largest of California's 58 counties, in terms of acreage, with its lower valleys generally above 4,000 feet and mountains rise to heights of 8,200 feet.

Lassen County is 4,690 square miles in total area. The Federal government owns more than half of Lassen County's landmass, including Lassen National Forest to the west, the Sierra Army Depot to the east, and large range and timber tracts that are administered by the Bureau of Land Management. A lesser portion of the county's land resources is State-owned. A small section of Lassen National Volcanic Park lies in the western region of the County.

Major highways within the County are U.S. 395 and State Routes (SR) 36, 44, and 139. US 395 the primary north-south corridor in eastern California and provides interstate connection between Nevada and Oregon within Caltrans Districts 2 and 3. US 395 connects many communities and activity centers within California and neighboring states. The corridor is used as a commuter route between Susanville and Reno, Nevada, connecting workers to employment centers such as the Sierra Army Depot, three large correctional facilities, multiple hospitals and

healthcare facilities, distribution and fulfillment centers, entertainment venues and casinos, and local government agencies. The highway also serves as access to adjacent National and State Parks which are accessed for recreation and logging. Single occupancy vehicles, transit, and vanpools all use the highway to access these activity centers.

Moreover, US 395 is the primary north-south corridor in eastern California, traveling through multiple Caltrans Districts and rural communities. The highway provides interstate connection between Nevada and Oregon within Caltrans District 2, a distance of 203 miles. The corridor travels through various land uses including agriculture, commercial, industrial, institutional, and open space, as well as by lakes, through mountain passes, and over numerous waterways. The highway is generally a two-lane conventional highway through the majority of the District, with a section of four-lane divided expressway between the Nevada border and Hallelujah Junction (intersection with SR 70). The highway is designated as a National Highway System Congressional High Priority Corridor and part of the Strategic Highway Network (STRAHNET).

US 395 is also an important goods movement corridor in California, as well as Nevada and Oregon. The highway is identified as a freight corridor in all three states, and designated as a National Highway System Congressional High Priority Corridor and part of the Strategic Highway Network. The portion of US 395 under consideration is part of the 299/44/36/395 Arcata to Reno Tier 3 priority freight corridor identified in the California Freight Mobility Plan. US 395 is a STAA route.

US 395 is the only viable route for freight as rail is not an option. The highway serves as an alternate north-south corridor to US 101 and I-5, which has benefits for the greater economy. In 2017, 10,740 trucks went to the Sierra Army Depot alone. Average daily truck volumes north of Hallelujah Junction to Susanville are 1,072, as shown in the TCR. Based upon the FHWA Freight Facts & Figures 2017, freight is expected to increase by 1.5% annually. There are limited locations for vehicles to safely overtake and pass trucks. This has created unsafe conditions for motorists.

US 395 is the primary highway connecting many communities and activity centers within the District. The corridor is used as a commuter route between Susanville and Reno, Nevada, connecting workers to employment centers. This includes large employers such as the Sierra Army Depot, Federal Correctional Institute Herlong, High Desert State Prison, California Correctional Center, multiple hospitals and healthcare facilities, distribution and fulfillment centers (Amazon and Sherwin-Williams), entertainment venues and casinos, and local government agencies. There are also National and State Parks adjacent to the highway that have recreational and logging use. In addition to single occupancy vehicles, there is also transit and vanpools that utilize the corridor. Lassen Rural Bus East County Route and Modoc County Sage Stage Reno Route use the highway. There are also approximately 80 vanpools that travel to the Sierra Army Depot. As the area grows, the highway will become increasingly important to commute and intraregional travel.

Due to the lack of safe passing areas and freight volumes, the corridor has experienced safety issues. There are differential speed limits of 55 mph for trucks and 65 mph for vehicles which results in vehicle backups behind trucks. There are also limited passing opportunities, This, coupled with the topography, creates potentially unsafe passing conditions resulting in a significant number of collisions. Many of these collisions head-ons, side swipes, and hit objects as a result of passing or unsafe speeds.

US 395 also has limited locations for safe pedestrian crossings, this limits mobility and access for non-motorized users. In addition to these collisions, there are also vehicle and truck collisions with wildlife crossing the highway. Interstate deer herds cross the highway at various locations along the US 395 because of the lack of fencing and safe wildlife crossings.

The corridor is particularly important to the Sierra Army Depot. The section of US 395 between Reno, Nevada at Herlong, California is included in the nation's STRAHNET. STRAHNET is a system of public highways that is a key determinant in United States strategic policy. It provides defense access, continuity, and emergency capabilities for movements of personnel and equipment in both peace and war. A significant volume of trucks, vanpools, and vehicles access the military installation. Improvements to the highway will further enable mobility to and from the Army Depot.

Caltrans, District 2 has completed a new Transportation Concept Report (TCR) for the US 395 Corridor, and it is in the process of being signed by all the partnering agencies.

The Final Draft TCR can be downloaded from the LCTC website at the following link.

<https://www.lassenctc.com/us-highway-395-improvements>

III. PROJECT SUMMARY AND DESCRIPTION

Caltrans District 2 recently completed a comprehensive new US 395 Transportation Concept Report (TCR). The Draft TCR states that "two major changes to the existing US 395 facility type are recommended," including upgrade of the existing two-lane conventional highway to a four-lane divided expressway from Hallelujah Junction to the State Route (SR) 36 junction. Since the 1980's, LCTC has identified the desire to widen US 395 to a four-lane divided expressway. This cross section presents delivery and funding challenges and may take upwards of 30 years to implement. The Draft TCR also discusses additional non-capital strategies. Additional investigation is needed to analyze potential cross sections, right of way, environmental constraints, and construction costs.

The Lassen County Transportation Commission (LCTC) believes that this vision is critical and overdue. However, a variety of factors make it unlikely this vision can be achieved without a strong partnership between Caltrans District 2 and Headquarters, and the affected regional transportation planning agencies. It is also unlikely that progress can be made without a broad stakeholder coalition that includes additional public, private, and non-profit partners.

The purpose of the US 395 Coalition and Implementation Plan is to build upon the District 2 US 395 TCR in three important ways.

1. Establish a Technical Advisory Committee to guide the policy and technical elements of this study.
2. Develop a strong coalition of public, private, and non-profit organizations that share a common interest in seeing significant improvements to the US 395 Corridor in Lassen County. The TAC members are assumed to be members of the coalition. The coalition will guide the policy elements of future work.
3. Define a strategy to move forward with a list of specific, sequential actions so that the Technical Advisory Committee (TAC) and stakeholder coalition members can methodically obtain the resources and complete each of the next steps.

To develop this strategy, the US 395 Coalition and Implementation Plan will document existing data and hold community workshops. Absent a similar effort to the tasks and strategies identified below, the LCTC believes the US 395 TCR will likely not be realized, at least for many years.

The proposed budget for the US 395 Coalition and Implementation Plan is \$100,000 and consultants should submit a proposal based on that funding level.

The consulting contract will be an agreement between LCTC and the consultant(s). LCTC staff will provide contract administration services. The consultant(s) will invoice LCTC for services rendered and LCTC will pay the consultant(s) for these services. Funding for the consultant(s) services will be provided by LCTC utilizing Federal, State, and or local funding sources.

OVERALL PROJECT OBJECTIVES

- Develop a broad stakeholder coalition consisting of local, regional, and federal agencies; private firms; and, non-profit associations.
- Engage with the community to understand their needs.
- Prepare Memorandum of Understanding defining coalition involvement and expectations.
- Develop high-level engineering and environmental exhibits.
- Develop list of potential funding sources.
- Develop an actionable list of next step items.

IV. SCOPE OF WORK/SERVICES

1. Project Initiation and Existing Conditions

Task 1.1 Project Kick-off and Monthly Technical Advisory Committee (TAC) Meetings

LCTC will meet with the Consultant team to launch the planning effort, review the project schedule, and identify TAC members, including Caltrans (District 2 Planning, Program/Project Management, and other functional units; Headquarter freight and other planning units; and potentially, representatives from other Caltrans districts), LCTC, the County of Lassen, the City of Susanville, and other regional planning agencies, including Plumas, Sierra, and Modoc Transportation Commissions, tribal governments including the Susanville Indian Rancheria, Pit River Tribe, and Greenville Rancheria, and potentially others.

The Consultant team will have monthly project team meetings (or in some cases conference calls) with the TAC to ensure good communication and coordination on upcoming tasks to ensure the project remains on schedule and within budget. The TAC will discuss the project, status of technical information, stakeholder coalition progress, and implementation plan.

Because the TAC is expected to include Caltrans representatives from a large geographic distance a conference call option will also be provided to maximize participation, although some meetings should have face-to-face interactions for maximum participation, understanding, and buy-in.

For each monthly meeting, an agenda and supporting materials will be prepared and distributed in advance of each meeting. Meeting notes and action items will be prepared and distributed within one (1) week of the meeting.

Proposals must include a preliminary data needs list and a final data needs list must be distributed with the Kick-Off Meeting Agenda.

Task	Deliverable
1.1	Meeting Agendas and Materials
	Meeting Notes and Action Items
	Cumulative Action Item Lists (Project to Date)
	Technical Advisory Committee Roster
	Data Needs List

2. Stakeholder Identification and Engagement

Task 2.1 Identify and Solidify Coalition Members (Non-TAC Members)

The Consultant will confirm that all members of the TAC will join the US 395 Corridor Coalition.

The Consultant team will identify a list of stakeholders, which could exceed 40 entities, to create the US 395 coalition. The initial list of potential stakeholders includes Nevada and Oregon DOTs; Washoe RTC; Counties of Lassen, Modoc, Sierra, and Washoe; Cities of Alturas, and Reno; United States Department of Defense; Federal Highway Administration; Amazon; FedEx; UPS; Tesla; California and Nevada state elected officials; non-profit trucking and automobile associations; and, US legislators representing the area.

The Consultant team will actively engage identified Coalition members in an effort to confirm their meaningful participation.

The Consultant team will conduct up to three conference calls or meetings with the leadership of these coalition members to ensure a strong level of participation. The conference call option is most viable because many of these organizations are headquartered in Washington DC, Sacramento, Silicon Valley, and other locations throughout the United States.

Task 2.2 Community Workshops

LCTC and the Consultant team will prepare for, and facilitate, a series of six (6) stakeholder workshops during the project period, throughout the District 2 portion of US 395. These meetings will discuss and highlight the commitment of the stakeholders to improving US 395.

Community workshops will be supplemented with written and on-line surveys.

To support a related planning effort for District 2 to update a Park-and-Ride study in the next three years, participants at the meetings and the respondents to the survey will be asked to answer questions about existing and potential Park-and-Ride facility usage. Surveys will be left on vehicles parked at formal and informal Park-and-Ride facilities to maximize data gathering.

Task 2.3 Coalition Branding

The Consultant team will work with the TAC and Coalition members to develop a branding for both the Coalition and the effort to improve the US 395 corridor. Consultant team will work with the TAC and Coalition and develop several initial concepts that can be reviewed, leading to a consensus on the final “brand.”

Task 2.4 Coalition “Agreement” and Other Documents

The Consultant will work with the stakeholder coalition to develop Memorandum(s) of Understanding or other similar documents of the public-private commitment and define expectations for each participant. This could include commitments to support efforts to develop funding for the corridor studies and projects, the sharing of data, participation in meetings going forward, and funding contributions for project design and/or construction.

Task	Deliverable
2.1	List of Potential Coalition Members
2.2	Meeting notices, handouts, display boards, and summary notes from Community Workshops
2.3	Coalition Branding Documents
2.4	Memorandum(s) of Understanding or other “agreement”-defining documents

3. Opportunities and Constraints Analysis

Task 3.1 Review Existing Tools and Data

The Consultant Team will review and assess existing tools, data, studies, and plans from various sources along the corridor. This will include the *US 395 TCR*, *Honey Lake Expressway Master Plan*, *FHWA Freight Analysis Framework*, *California Freight Mobility Plan*, *California Sustainable Freight Action Plan*, *Goods Movement Action Plan*, *Managing the Impacts of Freight in California*, and other available studies. The Consultant will also review traffic, safety, and freight data available from Caltrans, Nevada DOT, Oregon DOT, and private firm stakeholders. The intent is to understand the backdrop of available studies, data, and tools to build a foundation information and data deficiencies.

The Consultant will prepare a brief existing conditions summary memo and annotated list of studies, plans, and tools that will be useful to the study as well as where future data may be needed. This memo will establish the framework and technical analysis that will be discussed during the community engagement process.

Task 3.2 Environmental Analysis and Constraints

The Consultant shall review readily available environmental information for the corridor. A wind shield survey shall also be conducted to understand the environmental opportunities and constraints along the corridor. This shall identify potential biological and cultural resources, including wildlife crossing areas of concern. This information will be included in a map to document the environmental constraints which the project may encounter.

Task 3.3 Right-of-Way Identification

The Consultant shall prepare a high-level exhibit of right-of-way along the US 395 corridor. This should focus on the Caltrans right-of-way boundary as well as identification of adjacent parcels within the rural areas of the highway alignment. This will be used to aid in the preparation of cost estimates and to aid in discussions with the stakeholder coalition.

Task 3.4 Cross Sections

The Consultant shall prepare up to three (3) potential typical cross section alternatives and exhibits to show the range to typical approaches to existing at-grade intersections. These will include a four-lane divided highway and four-lane undivided highway. The cross sections should be graphically appealing and easy to understand by technical and non-technical stakeholders. A pros and cons list for each cross section will also prepared.

Task 3.5 Cost Estimates

The Consultant shall prepare a planning-level cost-per-mile cost estimate for each cross-section alternative. Cost estimates will include project development, right of way, and construction. Cost estimate should also include wildlife fencing and undercrossing.

Potential high-cost elements from the windshield environmental survey must also be accounted for in the cost estimate.

Task 3.6 Financial Analysis

The Consultant team shall research potential funding options available for the project. This will include investigating both state and federal sources including Senate Bill 1 programs, FHWA, Department of Defense, and others. The consultant shall prepare a brief memo discussing the applicable programs and include requirements, funding limits, threats to the programs, and why the program is a fit for US 395.

Task 3.7 Political Analysis

The Consultant team shall review potential political and legislative options for improving the corridor. The analysis should include a discussion of actions needed to get to a four-lane facility and a uniform speed limit along the corridor. The intent of the analysis is to inform the stakeholder coalition of the actions required to get to a four-lane cross section and the differential speed issue, but not solve either. The information will assist the coalition in how to address the issue in the future.

Task	Deliverable
3.1	Existing Conditions Technical Memo
3.2	Environmental Opportunities and Constraints Map
3.3	Right-of-Way Map
3.4	Typical Cross Sections and Intersection Options, with Pros and Cons
3.5	Per Mile Cost Estimates
3.6	Financial Analysis Memo
3.7	Political Analysis Memo

4. Implementation Plan**Task 4.1 Draft Implementation Plan**

As stated above, the purpose of this study is to build upon the District 2 US 395 TCR. To strategically move forward it is critical that this study conclude with a list of specific, sequential actions so that the TAC and coalition members can methodically obtain the resources and complete each of the next steps.

It is anticipated that the next steps identified will include the need for additional study of the corridor, economic analysis, funding plan, phasing plans, and Project Initiation Documents (PIDs). The TCR also identifies other non-capital strategies that could positively impact safety in the corridor, such as studying the potential for eliminating any differential speed limits. Steps to research, document, and potentially address legislative changes could also be part of the "Action Plan."

From Tasks 3 and 4, Consultant will develop an implementation plan; identifying next steps needed to implement the Plan. The draft plan will include, at a minimum the following elements.

1. Coalition Members and Commitments
2. Goals and Objectives
3. Existing Conditions: Analysis of existing conditions, land use, plans, safety data, studies
4. Summary of Community Engagement
5. Environmental Opportunities and Constraints, including a map
6. Existing Right of Way and Potential Needs
7. Cross Section and Intersection Design Options
8. Cost Estimates for Project Development, Right of Way and Construction
9. Financial Analysis
10. Political Analysis

11. Action Plan of Implementation Steps with Greater Detail for Near-Term Initiatives

The Consultant will provide 40 hard copies of the Draft Plan for distribution to the TAC and LCTC Board, Electronic copies will be provided to all participating Coalition members.

Task 4.2 Final Implementation Plan

The Consultant team will incorporate feedback from the project stakeholder into a Final Plan. The Consultant will provide 1 CD of all final deliverables and 30 hard copies of the Final Plan for the TAC.

Electronic copies will be provided to all participating Coalition members.

Task	Deliverable
4.1	Draft Plan (40 hard copies and 1 CD) Project Team Review and Comments
4.2	Final Plan (1 CD of all final deliverable and 30 hard copies)

V. CONTACT PERSON

Matthew C. Boyer
 Executive Secretary
 Lassen County Transportation Commission
 1631 Alhambra Blvd, Suite 100
 Sacramento, CA 95816
 (916) 759-2268
 matt@mcbandassociates.com

VI. PROJECT TIMETABLE

- October 5, 2018Issue Request for Proposals
- October 23, 2018Deadline to submit questions via email
- October 24, 2018Answers distributed to all RFP recipients via email
- October 30, 2018**Closing Date for Receipt of Proposals (11 am)**
- October 31, 2018Finalists contacted to schedule interviews, if required
- November 5, 2018.....Conduct interviews, if required (Proposers Must Be Available)**
- September 19, 2018.....Contract award, execute contract
- September 20, 2018.....Contract Effective Date

Proposals must be **received** no later than **11:00 am on October 30, 2018** at the LCTC office.

**LASSEN COUNTY TRANSPORTATION COMMISSION
 1631 ALHAMBRA BLVD, SUITE 100
 SACRAMENTO, CA 95816**

Proposals must be submitted in a sealed envelope that is clearly marked “**US 395 Coalition and Implementation Plan.**” If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his/her own risk. LCTC will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.** Until award of the contract, the proposals shall be held in confidence and

shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name or firm's name, as well as that of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

VII. GENERAL CONDITIONS

A. Limitations

This Request for Proposals (RFP) does not commit LCTC to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. LCTC expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. LCTC reserves the right to withdraw this RFP at any time without prior notice. Further, LCTC reserves the right to modify the RFP schedule described above.

B. Award

LCTC plans to ask RFP finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. LCTC also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by LCTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of LCTC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP;
2. Submitting proposals to LCTC;
3. Negotiations with LCTC on any matter related to proposals; and
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, LCTC shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. LCTC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. **Execution of the contract is expected on November 19, 2018.**

G. Term

The term of the contract will be **7 months** from approximately November 19, 2018 to completion of the project. Project shall be completed prior to June 1, 2018, or as agreed upon by the proposer and the LCTC Project Manager. This term is needed to ensure that LCTC can program next steps identified in the Action Plan in the Overall Work Program for Fiscal Year 2019/2020.

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by LCTC to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming the Lassen County Transportation Commission as an additional insured.
4. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by LCTC): \$1,000,000 per claim.

J. Contract Arrangements

The proposer is expected to execute a contract similar to LCTC's Professional Services Agreement, which meets the requirements of the current Federal transportation bill.

1. Disadvantaged Business Enterprise (DBE) Policy: None.
2. DBE Obligation: None.
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

4. Equal Employment Opportunity: 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.
5. Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to LCTC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. ***If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.***

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation.

The transmittal letter must include the following information.

- Statement confirming that if selected to interview the interviews will be held on November 5, 2018 in Susanville, CA and that key team members will be available in person. Participation by phone cannot be accommodated.
- A statement acknowledging that the identified Project Manager must be available in person at the November 5, 2018 interview.
- Explanation of any conflicts of interest or a statement that the team has no conflicts of interest.
- A statement noting any requested modifications or exceptions to the Standard Professional Services Agreement (Attachment 2).

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of LCTC and an awareness of issues specific to the Lassen County and City of Susanville.

4. Technical Approach

Technical approach should include the following.

- a) A thorough explanation of the consultant's proposed course of action. References should be made to the RFP requirements and the consultant's plans for meeting those requirements; and
- b) An itemized description of the proposed project schedule and the end products to be produced.
- c) Unique insight and recommendations.

5. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the proposed services are completed timely and that the quality of the products will meet LCTC's requirements.

6. Consultant Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

Time and Services Proposal: The Proposal must indicate the anticipated total efforts, expressed in percentages of person-hours to be provided by each professional and each member of the supporting professional staff. Specific responsibilities of the lead consultant and other key personnel should be detailed. Do not include any cost information with the time and services proposal.

7. Consultant Qualifications and References

The proposal must include a list of references for similar clients. References should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. The proposal must also include discussion of the consultant's affirmative action policy, use of DBE's in the performance of this work, and disclosure of any actual, apparent, or potential conflicts of interest.

- a) A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services; and,
- b) A brief description of the firm's experience with similar projects.

8. Cost Proposal

LCTC has budgeted a maximum of \$100,000 to complete this work, in the Fiscal Year 2018/19 Overall Work Program.

The proposer shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall itemize the direct hourly rates, fringe benefit rate, indirect cost rate, travel, materials and supplies. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. See the attached Sample Cost Proposal including the requirements for indirect cost reimbursement. The same cost proposal

detail is required for sub-consultants. Include a total “not-to-exceed” amount for this proposal.

The cost proposal shall be submitted in a separately sealed envelope.

Number of Copies

The proposer must provide six (6) bound copies and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request for Proposals.

The proposer must also provide a PDF copy of both the Proposal and Cost Proposal in PDF format on a CD or flash drive.

All proposals shall be **received** no later than **11:00 am on October 30, 2018** at the Lassen County Transportation Commission, 1631 Alhambra Boulevard, Suite 100, Sacramento, California 95816. All proposals shall be submitted in a sealed envelope that is clearly marked “**US 395 Coalition and Implementation Plan.**” Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the Lassen County Transportation Commission.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

IX. PROPOSAL EVALUATION AND SELECTION

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as the following.

- Firms Qualifications, Experience, and References
- Project Manager and Staff Qualifications
- Work Plan (Technical Approach)
- Quality and Responsiveness of the Proposal

Following the qualification-based ranking, negotiations shall be conducted with the most qualified proposer. Failing an agreement on price, LCTC will negotiate with the next most qualified proposer until a contract can be awarded to the most qualified offeror whose price is fair and reasonable.

X. PROTEST PROCEDURES

A. Purpose and Applicability

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the LCTC concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by the LCTC. Such protests shall be applicable only to procurements wherein the LCTC

requests bids, proposals or offers for goods or services financed in whole or in part by public funds.

Procurements involving FTA funds are subject to additional protest procedures established by that agency. Procedures applicable to FTA-funded procurements are so identified.

B. Definitions

The following definitions apply to terms used in this section:

DAYS: Unless otherwise specified, refers to the LCTC working days.

FILE OR SUBMIT: Refers to the date of receipt by the LCTC.

INTERESTED PARTY: All bidders or proposers involved in an LCTC procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.

BID: Refers to and includes: i) the terms "offer" and "proposal" as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

C. Basis for Protest

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) the LCTC solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state or local law or regulation
- (b) Sole source procurements
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published
- (d) Changes to evaluation criteria made during the evaluation process
- (e) Local or DBE preferences
- (f) Solicitation advertising violating applicable laws or regulations
- (g) Provision of inadequate time to prepare a proposal.

Protests of the LCTC procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and 2) protests occurring after contract award has been made.

D. Pre-Award Protests

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the LCTC.
2. Protests must be submitted in writing to the attention of the LCTC Executive Secretary. The written protests shall include:
 - (a) The name, address, and telephone number of the protester
 - (b) The LCTC solicitation number and project description

- (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation
 - (d) The resolution sought from the LCTC by the protester.
3. The LCTC Executive Secretary shall receive the protest and issue written notification to the protester within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
 4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
 - (a) The goods or services being procured are urgently required
 - (b) Delivery or performance will be unduly delayed by failure to make an award promptly
 - (c) Failure to make prompt award will result in termination of a critical LCTC function or activity or otherwise cause undue harm to the LCTC, or
 - (d) The LCTC Executive Secretary prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process

The LCTC Executive Secretary shall be responsible for making a written determination that circumstances require the LCTC to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the LCTC Executive Secretary.

5. All protests received within the specified period shall be examined by the LCTC Executive Secretary.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by the LCTC.

6. The LCTC Executive Secretary may attempt to resolve the protest with the affected party. If a) the LCTC Executive Secretary elects not to attempt such resolution, or b) resolution is attempted but not achieved, the protesting parties may appeal to the Lassen County Transportation Commission (hereinafter "Commission") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Commission shall be a waiver of any other rights under the LCTC Protest Procedures. For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.
7. The Commission shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Commission. The Commission may elect to appoint a sub-committee to review the protest and make a recommendation to the Commission at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Commission. Such parties shall be afforded an opportunity to present their case at the Commission meeting.
8. The Commission shall then make a formal decision on such protests at a public meeting. The decision of the Commission, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The LCTC

Executive Secretary shall notify protesting parties in writing of any protest decision made by the Commission.

Except under conditions described in item 4 above, such decision by the Commission shall be made prior to award of any contract related to the subject procurement.

9. Should the Commission deny the protest, the LCTC may proceed with the procurement process. In the case of FTA-funded procurements, no contract shall be awarded within five (5) days following the Commission's decision unless such award is necessary due to circumstances described in item 4 above. If the decision of the Commission is to uphold the protest, then the LCTC shall proceed pursuant to Commission direction.

E. Post-Award Protests

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the LCTC Executive Secretary award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the LCTC.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the LCTC Executive Secretary determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing, and the LCTC Executive Secretary shall effect an agreement with the Contractor for suspension of activity.

XI. PAYMENT SCHEDULE

Fees shall be billed on a monthly basis. Ten percent (10%) of the total contract amount will be withheld until successful completion of the contract. All invoices will be mailed to the LCTC office at 1631 Alhambra Boulevard, Suite 100, Sacramento, CA 95816.

XII. PROFESSIONAL SERVICES AGREEMENT

The selected consultant must enter into a Professional Services Agreement with LCTC for provisions related to compensation, conflict of interest, indemnification, insurance, etc. The scope, budget and schedule to complete the study will be incorporated into the professional services agreement. The proposal's transmittal letter shall state the Consultant's ability to comply with the contract provisions as outlined in LCTC sample professional services agreement or indicate which provisions will require amendments during contract negotiations.

ATTACHMENTS:

Attachment 1: Sample Cost Proposal

Attachment 2: Standard Professional Services Agreement

ATTACHMENT 1
SAMPLE COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

a) TOTAL DIRECT LABOR COSTS \$ -

FRINGE BENEFITS

b) Fringe Benefits Rate: _____ c) TOTAL FRINGE BENEFITS [(a) x (b)] \$ -

d) TOTAL DIRECT LABOR AND FRINGE BENEFITS [(a) + (c)] \$ -

INDIRECT COSTS *

e) Indirect Cost Rate (ICR): _____ f) TOTAL INDIRECT COSTS [(d) x (e)] \$ -

FEE (Profit)

g) Rate: _____ h) TOTAL FIXED PROFIT \$ -

OTHER DIRECT COSTS:

i) Travel/Mileage Costs (supported by actual costs) \$ -

j) Supplies \$ -

k) Copies \$ -

l) Subconsultant costs (attach detailed cost proposal in same format as prime consultant for each subconsultant) \$ -

m) TOTAL OTHER DIRECT COSTS [(i) + (j) + (k) + (l)] \$ -

TOTAL COST [(d) + (f) + (h) + (m)] \$ -

* Prior to requesting reimbursement of indirect costs, Consultant must have an Indirect Cost Rate (ICR) developed in accordance with Code of Federal Regulations (CFR) Title 48 - Federal Acquisition Regulations System, Part 31 - Contract Cost Principles and Procedures.

**LASSEN COUNTY TRANSPORTATION COMMISSION
STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this 1st day of September, 2018, at Sacramento, California, by and between the Lassen County Transportation Commission (hereinafter "LCTC"), through its duly appointed Chief Executive Officer, and [Insert Full Legal Name of Entity and Entity Type (Corporation, LLC or Partnership)] (hereinafter "Contractor").

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. LCTC desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on [INSERT COMPLETION DATE], unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. LCTC reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by LCTC's Chief Executive Officer. Approval shall not be presumed unless such approval is made by LCTC in writing.

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

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to LCTC 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 LCTC. LCTC is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by LCTC shall be made as set forth in Exhibit "A." The total amount to be paid to Contractor under this Agreement shall not exceed [INSERT CONTRACT AMOUNT] (\$ _____), unless expressly authorized in writing by the LCTC Chief Executive Officer. In no instance shall LCTC 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. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to LCTC no later than the 15th of each month and in accordance with the Scope of Work. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor shall submit written invoices by mail in *triplicate* to the LCTC. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by LCTC of any circumstances or data identified by LCTC in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after LCTC approval of each billing; however, LCTC, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by LCTC of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LCTC, in its opinion, to substantiate billings. Attached as Exhibit C is a list of LCTC's required supporting documentation for all consultant and subcontractor invoices. LCTC reserves the right to withhold payment of disputed amounts.
- b. Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of LCTC. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit LCTC 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.

8. Termination:

a. LCTC shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If LCTC issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to LCTC copies of all Writings, 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) LCTC shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to LCTC 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 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LCTC shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LCTC.

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

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

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

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

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

b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:

(1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by LCTC that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of 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.

(5) Permit LCTC and/or its representatives, 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.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless LCTC, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by LCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

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

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by LCTC).	\$1,000,000 per claim.

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

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

- (1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects LCTC, its directors, officers, employees and agents. Any insurance or self-insurance maintained by LCTC, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
- (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LCTC, its directors, officers, employees or agents.
- (3) Contractor'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 LCTC.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by LCTC.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to LCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to LCTC, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to LCTC 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: "LCTC and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by LCTC, Contractor 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. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude LCTC from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. LCTC or its designee 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. Contractor agrees to provide LCTC or its designee with any relevant information requested and shall permit LCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.

- b. If so directed by LCTC upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to LCTC as depository.

17. Project Manager:

LCTC's Project Manager for this Agreement is Caroline Payne, unless LCTC otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the LCTC Project Manager at the following address:

[Insert Project Manager Name and Title]

Lassen County Transportation Commission
707 Nevada Street #4
Susanville, CA 96130
(530) 251-8288

[Insert Project Manager Email Address]

Contractor's Project Manager for this Agreement is Derek Wong. No substitution of Contractor's Project Manager is permitted without the prior written agreement of LCTC, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

[Insert Project Manager Name and Title]

[Insert Contractor Company Name]

[Insert Contractor Mailing Address]

Insert Phone Number]

[Insert Email Address]

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of LCTC to enforce at any time the provisions of this Agreement or to require at any time performance by 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 LCTC to enforce these provisions.

20. Litigation: Contractor shall notify LCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or LCTC, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of LCTC.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures LCTC 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.

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

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

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate 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. LCTC prohibits discrimination by its employees, contractors and consultants. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse

violations.

- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

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

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on LCTC or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- c. No funds received from LCTC under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with LCTC's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with LCTC or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify LCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.
- b. Political Reform Act Compliance: 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.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by LCTC, as provided for in the Conflict of Interest Code for LCTC, shall promptly file economic disclosure statements for the disclosure categories determined by LCTC, 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.
- c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."
- d. Covenant Against Contingent Fees: Contractor warrants that it has not employed

or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, LCTC 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.

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

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of LCTC and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

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

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LCTC, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to LCTC 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) LCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless LCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT
AS OF THE DATE HEREIN ABOVE APPEARING:

LASSEN COUNTY TRANSPORTATION COMMISSION

[NAME AND TITLE]

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to LCTC

[INSERT FULL LEGAL NAME OF CONTRACTOR]

[NAME AND TITLE]

EXHIBIT “A”

Scope of Work

[INSERT SCOPE OF WORK]

(Include detailed description of tasks to be performed and timing)

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)

EXHIBIT "B"
LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on LCTC consultant contracts)

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. Please refer to the attachment for the complete statutory language.

Current members of the LCTC Board of Directors are:

[INSERT CURRENT BOARD MEMBERS]

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 LCTC Director(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 Director(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 LCTC Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude LCTC from awarding a contract to your firm. It does, however, preclude the identified Director(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)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "**Party**" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "**Participant**" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "**Agency**" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "**Officer**" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "**License, permit, or other entitlement for use**" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "**Contribution**" includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section,

returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street #3000, Sacramento, CA 95811, (916) 322-5660.

EXHIBIT C - LCTC REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

[INSERT ANY INTERNALLY REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES]