



*a service of the Calaveras Transit Agency*

Calaveras Transit Agency  
P.O. Box 280  
444 E. Saint Charles Street, Suite A  
San Andreas, CA 95249

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## REQUEST FOR PROPOSALS

## ARCHITECTURAL AND ENGINEERING SERVICES

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*Released: April 9, 2024*

Inquiries: Questions regarding this  
Solicitation should be directed to:

Melissa Raggio  
[mraggio@calacog.org](mailto:mraggio@calacog.org)  
209-754-2094

Submittals: Proposals must be received  
No Later than 4:00 p.m.  
May 16, 2024

**TABLE OF CONTENTS**

**I. PROJECT SUMMARY AND DESCRIPTION..... 1**

**II. MINIMUM QUALIFICATIONS..... 2**

**III. PROCURING AND CONTRACTING ADMINISTRATION..... 3**

**IV. NOTIFICATION OF FEDERAL PARTICIPATION..... 3**

**V. DBE..... 3**

**VI. SCOPE OF WORK..... 4**

**VII. BUDGET..... 7**

**VIII. CONTACT..... 7**

**IX. CONTRACT AWARD SCHEDULE..... 7**

**X. GENERAL CONDITIONS..... 8**

**XI. PROPOSAL EVALUATION AND SELECTION..... 13**

**XII. PAYMENT SCHEDULE AND INVOICING..... 14**

**ATTACHMENTS.....**

- Attachment 1:** Conceptual Site Plan
- Attachment 2:** Conceptual Floor Plans and Elevations
- Attachment 3:** Topographic and Boundary Survey (with and without aerial image)
- Attachment 4:** Report of Due Diligence
- Attachment 5:** CA Highway Design Manual Template for a 40-foot Bus
- Attachment 6:** Sample Contract

# **REQUEST FOR PROPOSALS**

## **ARCHITECTURAL AND ENGINEERING SERVICES**

### **I. PROJECT SUMMARY AND DESCRIPTION**

The Calaveras Transit Agency (CTA) is soliciting proposals from consulting firms with qualifications and experience necessary to design and support the construction of a new transit facility. CTA administers public transportation services in Calaveras County through Calaveras Connect, which operates fixed route and demand response service throughout the County.

The Calaveras Transit Agency is constructing a new facility to house existing and future operations of the Calaveras Transit Agency (CTA) and the Calaveras Council of Governments (CCOG). The purpose of this Request for Proposals (RFP) is to solicit the services of a consultant to provide Architectural and Engineering services to design the CTA facility. The CTA intends to use the results of this RFP to evaluate and select a firm to negotiate a contract for the listed Architectural and Engineering (A/E) Service.

The Calaveras Transit Agency is a public transit system that provides fixed-route commuter and dial-a-ride services throughout Calaveras County with connections to neighboring Amador and Tuolumne counties. The site selected for the transit office/maintenance facility is in San Andreas, CA, at 967 Highway 49 (APN 044-007-001). See the Attachments for the conceptual site plan.

The office facility shall be designed at approximately 9,000 sq.ft. The CTA and CCOG office spaces will be separate but similar spaces. Each will have a conference room, staff offices, kitchenette, storage, IT rooms, and an outdoor employee sitting area. The CCOG space will have an entry reception area, while the CTA space will have a customer lobby with glass-walled dispatch and ticketing windows. Both spaces will have ADA-compliant publicly accessible restrooms as well as staff restrooms. The two office functions will not have a pass-through but will be connected through an exterior walkway. The Maintenance Building will be divided into bays with 12' x 14' overhead garage doors. The first three bays shall consist of three maintenance repair bays. These bays must be a height adequate to lift 12-foot-high buses to a level of 6 feet off the floor. There will be two lifts installed in the new facility for bus maintenance. One lift would be a two-post capable of raising 16,000 lbs. with a lift height of 16' or the maximum up to this height. A second 4-post lift would be able to lift 29,000 lbs. Consideration must be given to the appropriate foundation in this area. The remaining area of the maintenance building complex shall be designed for storage and a maintenance staff restroom. A standalone fourth bay shall be capable of containing bus washing equipment. Adjacent to the maintenance building will be a standalone Generator Building.

The construction of the general office and maintenance buildings shall include materials to allow the area to be heated and cooled economically. It shall also allow an attractive visual appeal. A landscaping plan will be required that includes drought-tolerant native plantings and stormwater retention areas.

The parking areas will be asphalt, while the pedestrian walkways, curbing, and bus parking areas will be concrete. The design vehicle for the site is a 40-foot bus as identified in the California Highway Design Manual section 400-24, see Attachments. A separate bus parking area should be covered with solar panels. Electric Vehicle parking must be included in the staff/visitor parking areas adjacent to the office building and the bus parking areas near the maintenance building. Lighting shall be designed to provide maximum security to the facility. The CTA requires this facility to be designed and constructed using LEED guidelines. Energy efficiency must be a strong component of the facility design.

#### **Calaveras Transit Agency**

The Calaveras Transit Agency (CTA) oversees Calaveras County's public transportation program and exists under a Joint Powers Agreement (JPA) between the County of Calaveras and the City of Angels

Camp. Seven voting members comprise CTA's Governing Board: two members are appointed from the County of Calaveras Board of Supervisors and two are appointed from the City of Angels Camp City Council, while the remaining three members are "at-large" public members selected by a majority of the city/county representatives.

The CTA administers Calaveras Connect, which provides public transportation services within Calaveras County and to adjacent transit transfer locations in Amador and Tuolumne Counties and is operated through a contract with Paratransit Services. Calaveras Connect operates Monday through Friday, generally between the hours of 6:00 a.m. and 8:00 p.m. Calaveras Connect operates fixed route and demand response services linking the main population centers of Calaveras County including San Andreas, Angels Camp, Arnold, West Point, Valley Springs, Murphys, and Copperopolis. Out-of-county connections to Amador County are made via Amador Transit in Jackson and to Tuolumne County via Tuolumne County Transit at Columbia College.

Calaveras Connect operates eleven service vehicles, including two 32' diesel busses, two 26' gasoline busses, five 25' gasoline busses, one 17' gasoline van, one 22' electric van, and a gasoline truck used for maintenance. In FY 2022/23 Calaveras Connect provided 28,321 passenger trips annually, with 14,823 service hours and 388,840 service miles averaging approximately 38,000 miles per vehicle per year.

### **Calaveras County**

Calaveras County is located on the western slope of the Sierra Nevada in the central portion of California, approximately 130 miles east of San Francisco. The topography ranges significantly in elevation from rolling foothills on the western portion of the county to steep mountainous terrain toward the eastern portions. According to the 2010 Census Calaveras County has a land area of 1,020 square miles. As with most rural areas, the population is spread throughout the county.

The population in Calaveras County since the 2010 Census has fluctuated insignificantly with slight losses and gains in population each year. In January 2020, the California Department of Finance (DOF) estimated the County population at 45,023, which is a slight decrease since the 2010 Census. The DOF projects the population of Calaveras County will decrease by approximately four percent over the next ten-year period (2020-2030). Extending growth projections to 2040 countywide population estimates are 39,186.

Calaveras is served by four (4) state highways: State Route 4 (SR 4) provides an east-west route from San Joaquin Valley to the high Sierra and Bear Valley Ski Resort; State Route 49 (SR 49) is the major north-south route linking the communities of Mokelumne Hill, San Andreas, and Angels Camp to Amador and Tuolumne Counties; State Route 26 (SR 26) traverses the northwest corner of Calaveras County between the San Joaquin County line near Rancho Calaveras and the Amador County line near West Point; and State Route 12 (SR 12) travels through the western portion of the County and serves as a connector to San Joaquin County, Wallace, Burson and Valley Springs.

## **II. MINIMUM QUALIFICATIONS**

To assist prospective consultants in assessing their own qualifications for the purpose of this solicitation, the following is a list of some of the specific qualifications that a potential contractor must have:

1. Experience and familiarity in designing a public building that complies with federal and state ADA requirements.
2. Experience and familiarity in designing a public building that complies with federal and state green building and energy efficiency requirements.
3. Experience and familiarity in designing buildings utilizing vehicle exhaust air control systems.
4. Experience and familiarity with soundproofing office areas versus adjacent shop vehicle maintenance repair areas.

5. Demonstrated ability to understand vehicle washing equipment's installation and piping requirements in cold climates.
6. Demonstrated ability to design drainage systems adequate to handle the sludge and runoff from vehicles operated in winter conditions.
7. Demonstrated ability to design Electric Vehicle Charging systems for light, medium, and heavy-duty vehicles.
8. Experience and familiarity in designing a building with various zoned heating requirements.
9. Experience and familiarity in designing buildings wired for computer networks, audiovisual integration between office areas, internal and external security systems, and two-way radio communication systems.
10. Experience and familiarity in designing buildings exposed to severe winter conditions.
11. Experience with construction projects using state or federal-funded programs.
12. Proposer will have architects and engineers on staff licensed in the State of California and responsible for project oversight.
13. Experience with CEQA/NEPA approval.
14. Experience obtaining construction permits (building and environmental).
15. Experience with Caltrans Capital Project design work.
16. Experience with Landscape Design.
17. The Proposer has an office in California.
18. Knowledge of 49 CFR part 26 the federal Disadvantaged Business Enterprise Program requirements.

### **III. PROCURING AND CONTRACTING ADMINISTRATION**

This RFP is issued by the CTA, which is the sole point of contact during the selection process. The person responsible for managing the procurement process is Melissa Raggio, Executive Director, who can be reached by phone (209) 754-2094 or e-mail: [mraggio@calacog.org](mailto:mraggio@calacog.org). Contact with anyone else involved with this process without the prior authorization of CTA may result in the disqualification of your proposal.

### **IV. NOTIFICATION OF FEDERAL PARTICIPATION**

This A/E project is funded with a combination of local, state and federal funds. It is anticipated that the construction of the transit facility will also be funded with federal funding. Because federal funds will be used for this A/E project as well as the proposed construction project, the consultant must conform to federal and state regulations.

### **V. DBE**

The DBE goal for the scope identified in the RFP is 8%. List of any Disadvantaged Business Enterprises (DBE's) the firm intends to use, the type of work they will do, and an estimate of money earned by them. DBEs must be certified by the California Unified Certification Program. Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to contract award:

- The names and addresses of DBE firms that will participate in this contract.
- A description of the work each DBE will perform.
- The dollar amount of the participation of each DBE firm participating.
- Written documentation of the proposer's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal.

- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
- If the contract goal is not met, evidence of good faith efforts to do so. The good faith effort should be documented with the Caltrans Local Assistance Procedure Manual Exhibit 9-G.

## VI. SCOPE OF WORK

The Scope of services shall include, but not be limited to, the following task list. Consultant shall develop a detailed work program outlining the staff, cost, and hours required to complete each proposed task. Consultants are advised to conform to the task list below adding additional sub-tasks as needed.

### Task 1: Project Management

Not to exceed 10% of total budget

### Task 2: Supporting Engineering Studies

Topographic site survey  
Geotechnical Investigation  
Drainage Investigation and Stormwater Reporting  
Site Landscaping Plan including temporary and permanent erosion control.

### Task 3: Environmental Clearance

Technical Studies to support CEQA/NEPA documents  
Approved CEQA/NEPA Documents  
Construction Permits including but not limited to: Section 401, Section 404, Section 1602, Section 106, National Hazardous Air Pollutants Notification, NPDES General Construction Permit  
Environmental Revegetation Plan

### Task 4: Right of Way

Title Reports  
Appraisal Maps, Plat and Legal Descriptions  
Right of Way Exhibits  
Coordinate Right of Way Purchase and Record  
Record of Survey  
Utility Coordination

### Task 5: Facility Design

Space Assessment Report / Concept Refinement  
Concept Layout Approval  
30% Plans  
60% Plans and Estimate  
90% Plans, Estimate, and Specifications  
Final Bid Documents  
Resident Engineer File Bidding Support

### Task 6: OPTIONAL TASKS

**Optional Task #1:** If easement from CTA parcel to Airport Road cannot be obtained, provide cost estimate to coordinate a connection to Highway 49 with Caltrans.

**Optional Task #2:** Design Construction Support (an independent Construction Management firm will be hired to administer the Construction Contract).

**ADDITIONAL TASK DESCRIPTION/INFORMATION:****Project Management:**

- Schedule regular meetings/and progress report submissions with the CTA Executive Director and Transit Manager. Provide agendas, meeting minutes, and graphics necessary to support the discussion.
- Develop a detailed schedule outlining the time required to complete each proposed task as specified in the Scope of Service. Monthly project updates shall be provided to the Project Manager and Transit Manager.

**Supporting Engineering Studies:**

- The CTA conducted a topographic survey of the site and will provide that CAD file to the selected consultant team. A supplemental site survey may be needed during design.
- Soil borings to determine foundation needs, roadway structural section, and storm water basin infiltration.

**Environmental Clearance:**

- CEQA/NEPA approval will be needed for this project. Consultant team shall review the documentation requirements for Calaveras County, the State of CA, and the Federal Transit Agency to ensure that the proposed documentation meets agency requirements.
- Throughout the design phase, the consultant team will ensure the design complies with the environmental mitigations. The final plan set will include environmental protection sheets, approved Area of Potential Effects (APE) boundary, and identify protection of natural resources if any are identified in the environmental process.
- Acquire state and local permits for construction and any unavoidable environmental mitigations, including any reporting requirements. Permit requirements include, but are not limited to, Calaveras County Planning Review, Calaveras County Building Permit, State Stormwater Permit, Section 401, Section 404, Section 1602, Section 106, National Hazardous Air Pollutants Notification, and the NPDES General Construction Permit.

**Right of Way**

- Driveway access design and right of way formalization. See Attached Report of Due Diligence.
- The CTA prefers development of a driveway access to Airport Road.
- The consultant will utilize right of way agents to formalize a driveway easement to Airport Road.
- A connection to Highway 49 will require significant Caltrans coordination. This potential work will be estimated as an optional task.
- Known underground and overhead utilities run along property boundaries and utility owners will need to be coordinated with before, and during, construction.

**Facility Design**

- Consultant shall conduct a comprehensive assessment of space requirement needed to accommodate for vehicle maintenance, parts, equipment, and supply storage, mechanic office, a mechanic restroom, transit vehicle bays sized to accommodate fleet vehicles, employee / visitor parking, additional outdoor bus / vehicle parking.
- Calaveras Connect operates eleven service vehicles, including two thirty-two (32) foot diesel busses, two twenty-six (26) foot gasoline busses, five twenty-five (25) foot gasoline busses, one seventeen (17) foot gasoline van, one twenty-two (22) foot electric van, and a gasoline truck used for maintenance. In FY 2022/23 Calaveras Connect provided 28,321 passenger trips annually, with 14,823 service hours and 388,840 service miles averaging approximately 38,000 miles per vehicle per year.
- Consultant shall perform a comprehensive assessment of space requirement needs for employee and customer amenities such as waiting areas, managers/supervisor's offices, reception area, break room, locker rooms, meeting /training room, employee and public restrooms, management planning room, storage rooms, etc. this space will allow for limited customer interaction and a staff maximum of fifteen (15), and a commission of seven (7) members. This assessment will include requirements for compliance with Americans with Disabilities Act of 1990 (ADA) as amended.

- Consultant shall perform a comprehensive assessment of automated bus wash system options based on the need to accommodate both large and small vehicles in the fleet. The assessment must include estimated costs for each bus wash system. The consultant shall prepare an analysis of water and sewer requirements for each bus wash system and provide an environmental impact analysis of each system.
- Consultant shall perform a comprehensive energy assessment that consists of an analysis of the total energy requirements of the campus.
- Consultant shall supply options for environmental/ecological energy savings for heating/cooling, insulating, windows, plumbing fixtures, etc. for the facility project.
- Consultant shall obtain environmental approval through the California Environmental Quality Act (CEQA)
- Develop detailed site and design plans for the facility, including the parking lot areas, adjacent streets and driveway entrances, streetscape and landscape plans for the entire facility including the fencing, sidewalks, green space, grading and utility layouts, and signage structure. Plans must comply with all requirements of Calaveras County.
- Identify and evaluate the feasibility of all design options. Provide cost estimates of facility construction, parking lot asphalt, landscaping, and any other costs affiliated with each design element.
- Identify and evaluate the feasibility of all design options. Provide cost estimates for facility construction, paving, utilities, lighting, security, landscaping, and any other costs associated with each element of the design. The alternatives analysis and cost estimates will include but not be limited to:
  - At 30%: project conceptual layout design (site plans) and design alternatives. Preliminary cost estimates, survey work and CEQA/NEPA concurrence will be provided at this stage.
  - At 60%: project preliminary design (site plans and elevations) and preliminary construction schedule and revised cost estimates.
  - At 90%: project final design (site plans, elevations, and specifications) and revised cost estimates. A final construction bid ready package will also be required at this stage.
- Develop construction bid ready plans and specifications for contractors for CTA approval. Prepare bid ready plans and specifications for contractors. The Consultant will be responsible for distribution of plans and specifications to all prospective bidders through either hard copy documents or through electronic media. It is the responsibility of the Consultant to provide copies of all project documents to all parties involved in the project. The cost for additional copies must be specified in the contract.
- Specifications shall be prepared to include Bidding and Contract Documents, Insurance and Liability Requirements, Instructions to Bidders, General Specifications, Equal Employment Opportunity, Labor Standards, Detailed Specifications, and Special Provisions.
- Consultant is required to submit and obtain a prevailing wage determination for this project.
- The bidding documents will include all required Federal Transit Administration clauses for construction projects. Required clauses can be found at: [http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8641.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html)
- Once the Consultant has reviewed bids the Consultant shall provide a written recommendation for the award of construction project, following CTA approval.

### Optional Task(s)

1. Roadway intersection at highway 49 (requires Caltrans Coordination)
  - Design improved intersection to current Caltrans standards
  - Coordinate with Caltrans Capital Projects throughout design and approval of the intersection
  - Prepare bid ready plans that meet Caltrans Ready-to-List Standards
2. Construction Support Services that the A/E will provide shall include:
  - Attend a pre-construction conference.
  - Review and approve shop drawing submittals.



- Attend monthly construction meetings.
- Review and respond to RFI and questions during construction.
- Provide clarification as necessary and prepare all necessary construction bulletins.
- Prepare As-Built drawings per Resident Engineer mark ups.
- Construction Management and Resident Engineering Services will be contracted separately.

**VII. BUDGET**

This RFP is a qualifications-based solicitation, and cost proposals will only be opened after the proposals have been ranked and scored. The CTA reserves the right to select a qualified firm offering the best value to the CTA based on that firm's overall qualifications and cost proposal. The selected firm may not necessarily have the lowest cost proposal.

The Cost proposal will consist of two key elements:

1. Schedule of tasks, hours, rates by staff member, or classification, including direct costs.
  - Identify the FAR-compliant indirect cost rate, including overhead, fringe, and general and administration costs breakdown.
  - Direct Costs not identified in the cost proposal will not be reimbursed without written permission.
  - Fee/Profit is capped at 12% and Escalation is limited to 3.5% per year.
2. Schedule of FAR-compliant rates for any staff classification billing to the project (including sub-consultants). Classifications not identified on the rate sheet will not be reimbursed without written permission.
3. The CTA reserves the right to request certified payroll.

Proposer agrees to maintain pricing according to their submittal for the duration of the initial contract term and any optional extensions.

**VIII. CONTACT**

All questions should be submitted in writing and must be received by 4:00 pm of Business of April 19, 2024. Answers to questions or RFP Addendums will be posted on the RFP page of the CTA website at <http://calaverasconnect.org/resources/rfp/>

Question should be directed to: **Melissa Raggio**  
Calaveras Transit Agency  
[mraggio@calacog.org](mailto:mraggio@calacog.org)

**IX. CONTRACT AWARD SCHEDULE**

- April 9, 2024.....Issue Request for Proposals
- April 19, 2024.....Questions Due (4 PM)
- April 26, 2024 .....Q&A Publication (4 PM)
- April 30, 2024 .....Pre-Proposal Conference (11 AM)
- May 16, 2024 .....Closing date for receipt of proposals**
- May 20-24, 2024 .....Conduct interviews, if required

June 5, 2024 .....CTA Meeting, Contract award

June 2024 .....Kick-off meeting, project begins

**Pre-Proposal Conference**

An optional Pre-Proposal Conference will be held at the Calaveras Transit Agency offices at 444 E. Saint Charles Street, on Tuesday April 30th from 11am to 12 pm. The project site is 0.6 miles south of the CTA office and teams are invited to a site visit after the preproposal conference. Hard copies of this Proposal and attachments will not be available.

Proposals must be submitted in a sealed envelope, one (1) original, plus two (2) hard copies and one (1) electronic copy, to [mraggio@calacog.org](mailto:mraggio@calacog.org), of all materials required for acceptance of their Proposal on or before 4:00 PM, May 16, 2024, to the following address:

Calaveras Transit Agency  
RFP Transit Facility A/E Services  
444 East Saint Charles St., Ste A (physical)  
PO Box 280 (mailing)  
San Andreas, CA 95249

Identify "RFP Transit Facility A/E Services" on the outside of proposal envelope. Late proposals will not be accepted.

CTA will not be liable or responsible for any late delivery 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.

In its sole and exclusive discretion, the Calaveras Transit Agency reserves the right to postpone, accept, or reject any and all proposals, in whole or in part. All proposals shall be subject to all applicable State and Federal laws.

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

**X. GENERAL CONDITIONS**

**A. Limitations**

This Request for Proposal (RFP) does not commit CTA 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. Calaveras Transit Agency 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. CTA reserves the right to withdraw this RFP at any time without prior notice. Further, the CTA reserves the right to modify the RFP schedule described above.

**B. Award**

The CTA may ask RFP finalists to provide oral presentations regarding their firm 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. CTA also reserves the right to award the contract without discussion, based upon the initial proposals.

CTA reserves the right to waive any irregularity or informality in any proposal or in the RFP process, if, in the judgment of CTA, such action will not negate fair competition and will permit proper comparative evaluation of the proposal submitted.

CTA reserves the right to award the contract to the firm who presents the proposal which, in the judgment of CTA, best accomplishes the desired results.

### **C. RFP Addendum**

Any changes to the RFP requirements will be made by written addenda by the CTA 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.

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. The proposer shall also be responsible for informing itself with respect to any and all conditions that may in any way affect the amount or nature of the proposal or the performance of the work in the event the proposer is selected. Failure of the proposer to examine and inform itself in this manner shall be at the proposer's own risk and no relief for error or omission shall be given.

### **D. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of CTA 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 CTA.
- 3) Negotiations with CTA on any matter related to proposals.
- 4) Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, CTA 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. CTA 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 will also provide the following information: name, title, address, and telephone number of individuals 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 and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected by June 5, 2024.

**G. Term**

This contract shall go into effect when signed by both parties, and the CONTRACTOR shall commence work after notification to proceed by CTA's Contract Manager. All work shall be completed, and the contract shall end on June 30, 2026 ("the termination date"), unless extended by contract amendment.

**H. Fiscal Out Clause**

The Agreement may be terminated at any time, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the agreement was intended.

**I. Insurance**

The successful firm shall provide evidence of the following insurance requirements: General liability insurance in an amount not less than \$1,000,000 naming the Calaveras Transit Agency as an additional insured.

**J. Contract Arrangements**

The proposer's firm is expected to execute a contract similar to CTA's Professional Services Agreement, a sample of which is included as Attachment A. This sample contract is for reference to the anticipated terms and conditions governing CTA and the successful proposer. CTA reserves the right, in its sole discretion, to add, delete, or modify or negotiate additional terms and conditions to the attached contract.

- 1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. CTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.
- 2) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- 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 (49 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.

**K. Conflict of Interest**

Firms submitting proposals in response to this RFP must disclose to CTA 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.

**L. Proposal Format**

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.

Interested consultants must submit one (1) original, two (2) hard copies, and one (1) electronic copy of the Proposal. One hard copy of the cost proposal will be provided in a separate sealed envelope. The Proposal is limited to 25 pages for items two through seven in the format shown below. The standard page size is 8.5-inch x 11-inch; however, larger page sizes can be used if folded to 8.5-inch by 11-inch. The organization of the proposal should follow the general outline below.

**1) Cover Letter (not included in page count)**

**Proposer's Name and Contact.** The Letter shall state the complete name, or business name, of the Proposer making the Proposal. The Letter shall state the name, title, mailing address, email address, and telephone number of the person the CTA should contact regarding the Proposal.

**Statement of Offer.** The Letter shall state that the Proposal is an offer to complete the Scope of Work, and the offer, including the Cost Proposal rates and budget, remains valid for at least ninety (90) business days after the Proposal's due date.

**Conflict of Interest.** The Letter shall state whether the Proposer, or any individual who shall perform work under the Contract, has a possible conflict of interest and, if so, the nature of that conflict. The CTA reserves the right to terminate the Contract if its execution would or could create, or give the appearance of creating, a conflict of interest. At its sole discretion, the CTA shall make all determinations on the existence or appearance of a conflict of interest.

**CTA Contract Terms Acceptance.** The Letter shall include a statement of acknowledgment that the CTA Standard Contract and Insurance Requirements (Included in Attachments) have been reviewed and accepted by the Proposer with or without qualification. If the Proposer has qualifications, the Proposer shall include a document identifying the Contract language at issue and the Proposer's suggested adjustment or modification in redline. If no qualifications are identified, the Proposer is presumed to have accepted the Contract and be capable of completing the Scope of Work as well as all reasonably associated managerial tasks, without reservation or qualification pursuant to the Contract.

A statement as to whether there have been any mergers, acquisitions, or sales related to Proposer's organizational structure within the last three (3) years. If so, attach an explanation providing relevant details.

A statement as to whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, attach an explanation providing relevant details.

The letter shall be signed by a person empowered to bind the Proposer to the provisions of the RFP and any contract awarded pursuant to it. Evidence showing authority to bind the Proposer shall be attached to the Letter. Acknowledgment of addendums with the addendum number.

**2) Firm Profile**

A brief description of the proposer's firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and annual gross receipts of the firm. Please include a statement of the firm's qualifications for performing the subject consulting services. Include a brief description of the firm's recent experience in performing similar services for other agencies or companies.

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.

**3) Project Understanding and Approach**

- Demonstration of understanding of the project.
- Identification of project challenges and how the team will work with the CTA to overcome those challenges.

**4) Proposed Scope of Work**

- Scope of work: Present the approach with deliverables (See Section II) including recommended scope items not identified in this RFP.

**5) Project Schedule**

- Project schedule with milestones and proposed products/deliverables. Include a chart with start and end months.

**6) Project Team**

- Organizational Chart and identification of key staff members.
- If subconsultants are used to complete the Scope of Work, clearly identify the name of each proposed subcontractor, key staff, mailing address, email address, and telephone number.

**7) References**

- Three (3) references for each key team member.
- References will include a phone number, an email address, and identifying projects collaborated on.

**8) Relevant Projects *(not included in page count)***

- Include references (references will include a phone number and email address).

**9) Resumes of key staff members *(not included in page count)*****10) LEED Certification *(not included in page count)*****11) CA Business License *(not included in page count)*****12) Cost Proposal *(not included in page count)***

- Hard copy in a separate sealed envelope.

Proposals must be submitted in a sealed envelope, one (1) original, plus two (2) hard copies and one (1) electronic copy, to [mraggio@calacog.org](mailto:mraggio@calacog.org), of all materials required for acceptance of their Proposal on or before 4:00 PM, May 16, 2024, to the following address:

Calaveras Transit Agency  
*RFP Transit Facility A/E Services*  
444 East Saint Charles St., Ste A (physical)  
PO Box 280 (mailing)  
San Andreas, CA 95249

Identify "**RFP Transit Facility A/E Services**" on the outside of proposal envelope. Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the CTA. 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 prior to the date and time specified for receipt of proposals.

#### **N. Interviews**

The top-rated firms with the highest score from the proposal evaluation scoring may be interviewed and rated. At its sole discretion, the CTA reserves the right to request interviews. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by CTA staff. The interviews will be held via Zoom.

The interview should be led by the individual identified by the responding firm who will be the primary contact with the CTA on a day-to-day basis and, if possible, members of the proposed team. We DO NOT want to interview your company's marketing staff.

The same evaluation criteria used for the proposal evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the evaluation panel will re-rank the firms to determine the three (3) highest-ranked firms.

#### **XI. PROPOSAL EVALUATION AND SELECTION**

A proposal review panel made up of CTA and operations staff will evaluate the proposals. Proposers may be telephoned and asked for further information and may be expected to appear for oral interviews, if necessary. References and/or previous clients will also be called. The panel will make recommendations to the CTA based on the proposal, oral interview (if needed), and reference checks. CTA reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

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. The evaluation and scoring criteria for CTA Architectural and Engineering Services will be based on the following:

	<b>Evaluation Criteria</b>	<b>Possible Points</b>	<b>Weight of Points</b>
<b>Proposal Cover Letter</b>	Submission of Cover Letter in conformity with the requirements detailed in the RFP.	10	10%
<b>Proposer Qualifications and Experience</b>	Qualifications and experience of the Proposer and members of the team that may be assigned tasks within the Scope of Work.	25	25%
<b>Proven Ability</b>	Ability to provide the services to complete the "Scope of Work" as demonstrated by the described prior projects. Reference checks are included in this Criterion.	30	30%
<b>Technical Approach</b>	Operational and organizational approach to provide the services to complete the Scope of work.	30	30%
<b>Acceptance of the Standard Contract</b>	Willingness to accept the Standard Contract with little to no qualifications	5	5%

In addition, the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged.

## **XII. PAYMENT SCHEDULE AND INVOICING**

Invoices shall be submitted by the CONTRACTOR as tasks and deliverables are completed, and payment to the CONTRACTOR shall be made within thirty (30) days after the CTA receives and approves said invoices, unless otherwise notified from CTA. Each invoice should be associated with a progress memo, detailing work completed by task showing percent complete and deliverables submitted.

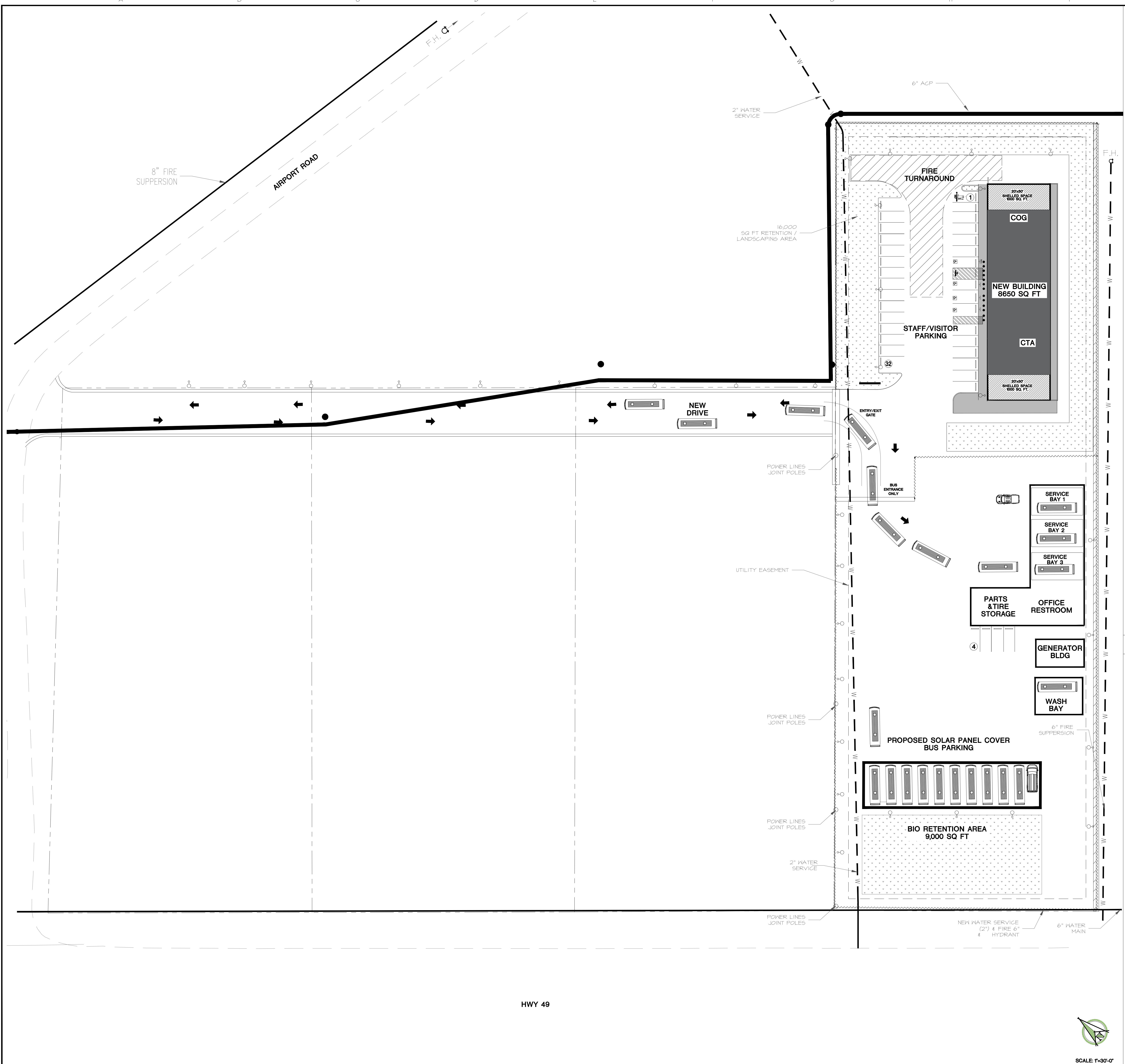




Attachment 1

Conceptual Site Plan

THIS DRAWING IS MEANT TO BE PRINTED 30"x42". AT ANY OTHER SIZE, DISREGARD REFERENCES TO SCALE.



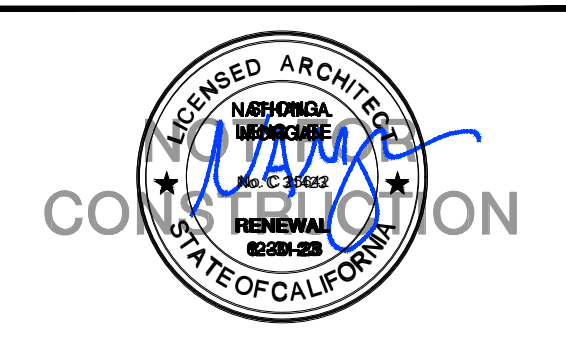
	NEW LANDSCAPE AREA / RETENTION AREA APPROX. 25,000 SQ FT		NEW SINGLE LIGHT STANDARD
	CONCRETE WALK		2- BIKE RACKS (PARK 2 BIKES EACH) MADRAX - ORION ROUND TUBE - BRONZE POWER COAT
	NEW BOLLARD LIGHT STANDARD		MONUMENT SIGN (UNDER SEPARATE PERMIT) - PROVIDE 2" CONDUIT FROM ELECTRICAL ROOM TO MONUMENT SIGN.
	VAN ACCESSIBLE PARKING SIGN		EV CHARGING STATION
	ACCESSIBLE PARKING SIGN		PROPOSED KNOX BOX LOCATION- SEE NOTE 4
	TOW-AWAY SIGN		PROPOSED PARKING SPACES
	PROPERTY LINE		
	10' MIN. PROPERTY LINE OFFSET		
	ACCESSIBLE PATH OF TRAVEL (48" MIN. CLEAR OF OBSTACLES, MAX. 2% CROSS SLOPE, AND MAX. 1:20 RUNNING SLOPE)		
	BUS DIRECTION OF TRAVEL		
	SECURITY FENCING		
	SIGNAGE		

### LEGEND

**SITE PLAN NOTES**



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ASPHEN STREET ARCHITECTS 2023

CITY, CALIFORNIA

COUNTY OF CALAVERAS  
CCOG & CTA  
TRANSIT CENTER & YARD

1234 5TH AVE.

AGENCY APPROVAL STAMP  
00-000000

AGENCY NO. 000000.00  
ASPHEN STREET PROJECT NO.

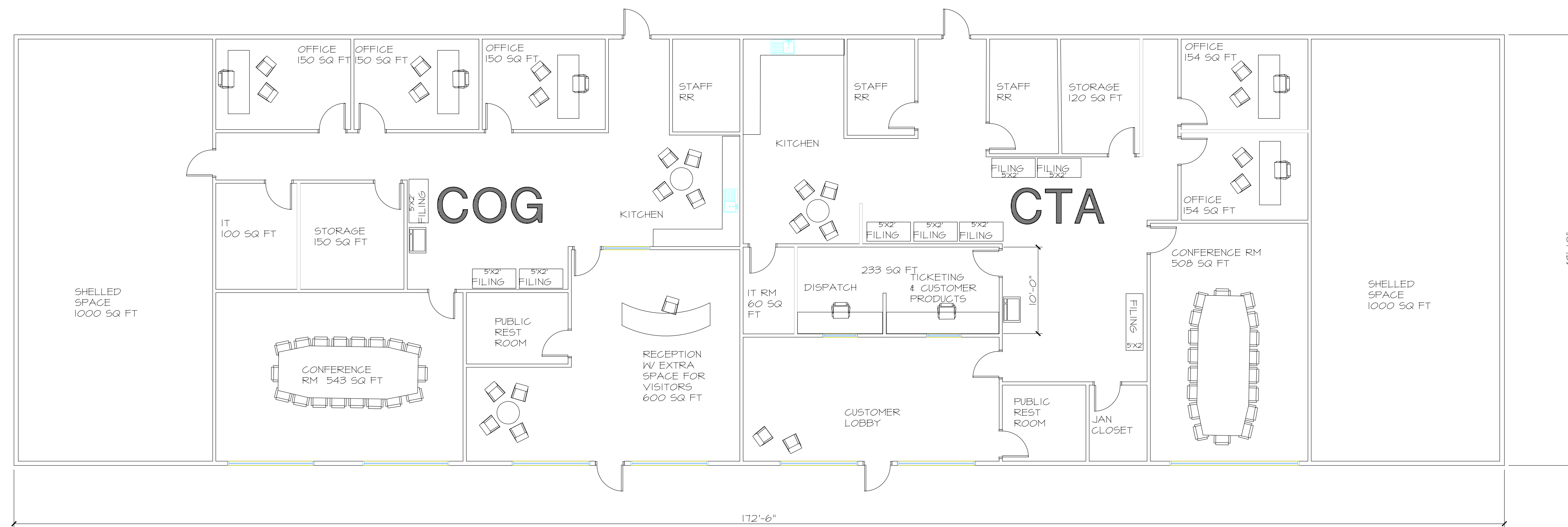
ARCHITECTURAL SITE PLAN  
DRAWING TITLE  
A-100

## 20 ARCHITECTURAL SITE PLAN



## Attachment 2

# Conceptual Floor Plan and Elevations

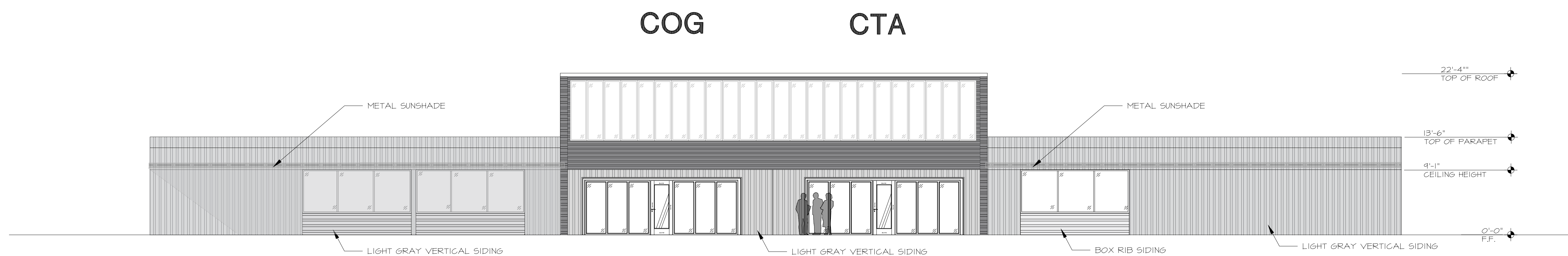


27 PROPOSED FLOOR PLAN

SCALE: 1/8"=1'-0"

FLOOR PLAN NOTES

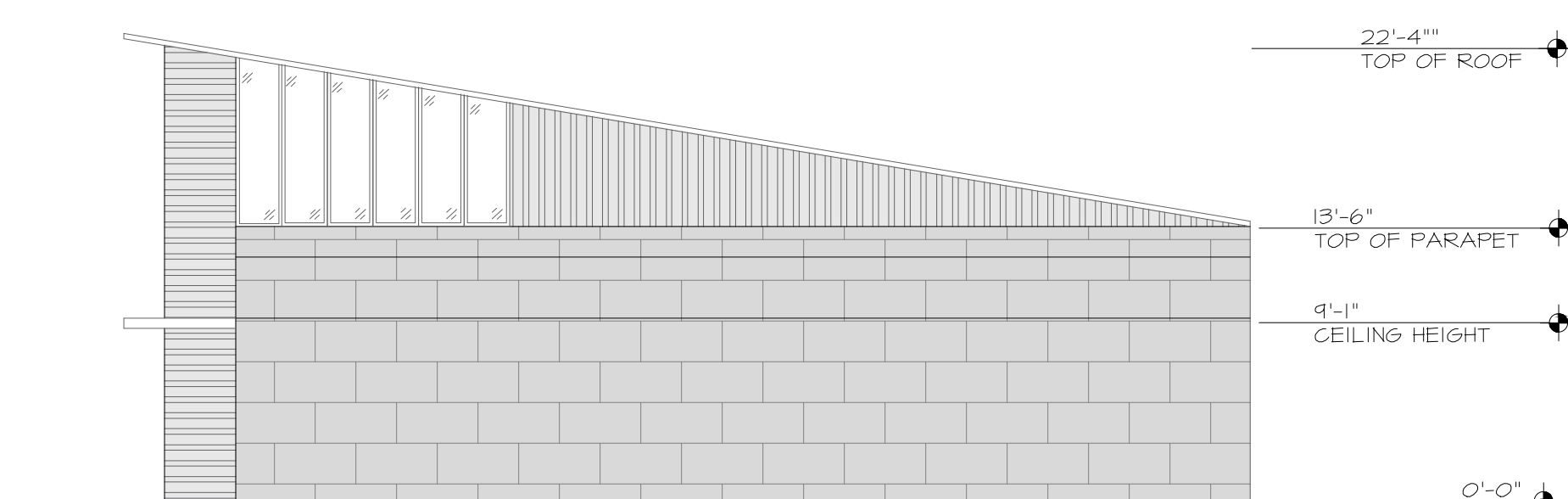
- 1 --
- 2 --
- 3 --
- 4 --
- 5 --
- 6 --



18 FRONT ELEVATION

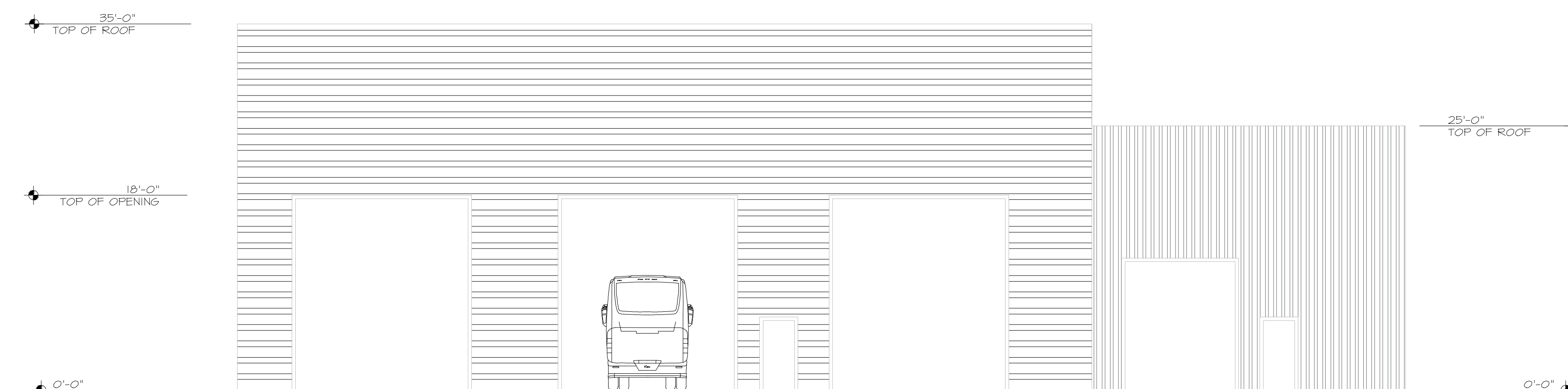
SCALE: 1/8"=1'-0"

FLR PLN KEYED NOTES



20 SIDE ELEVATION OF COG/CTA

SCALE: 1/8"=1'-0"

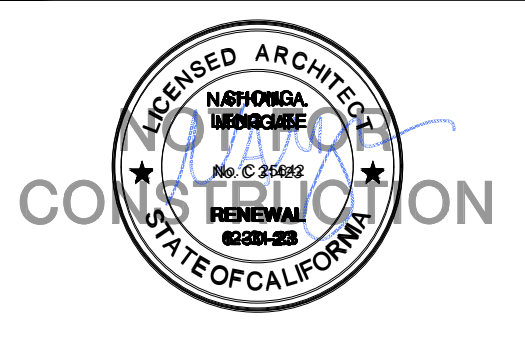


15 FRONT ELEVATION OF BUS BARN

SCALE: 1/8"=1'-0"



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TRANSIT CENTER & YARD

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AGENCY APPROVAL STAMP	
AGENCY NO.	00-000000
ASPHEN STREET PROJ. NO.	000000.00
DRAWING TITLE	
PROPOSED FLOOR PLAN	
DATE	9.24.23

A-201

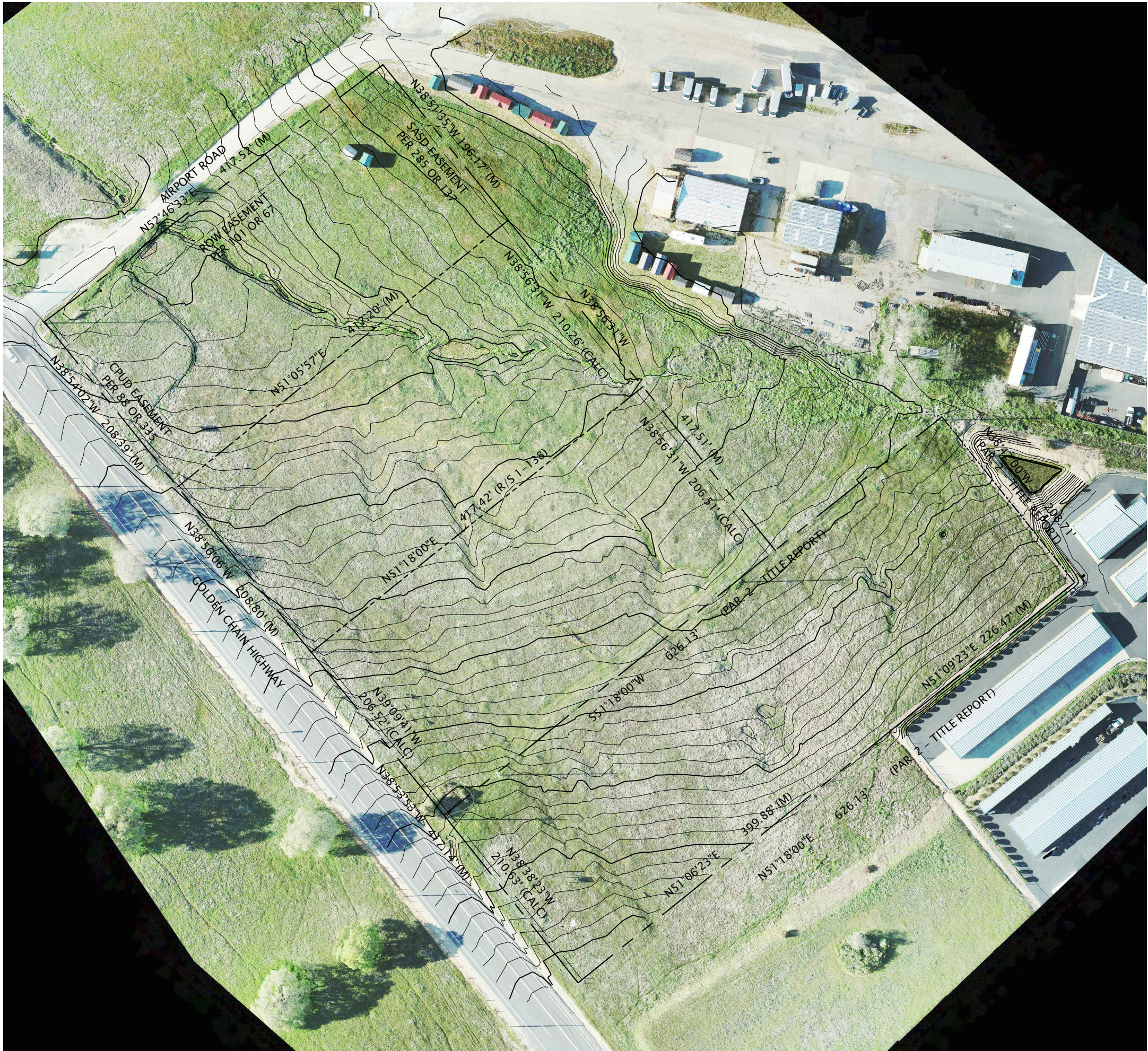
THIS DRAWING IS MEANT TO BE PRINTED 30"X42". AT ANY OTHER SIZE, DISREGARD REFERENCES TO SCALE.

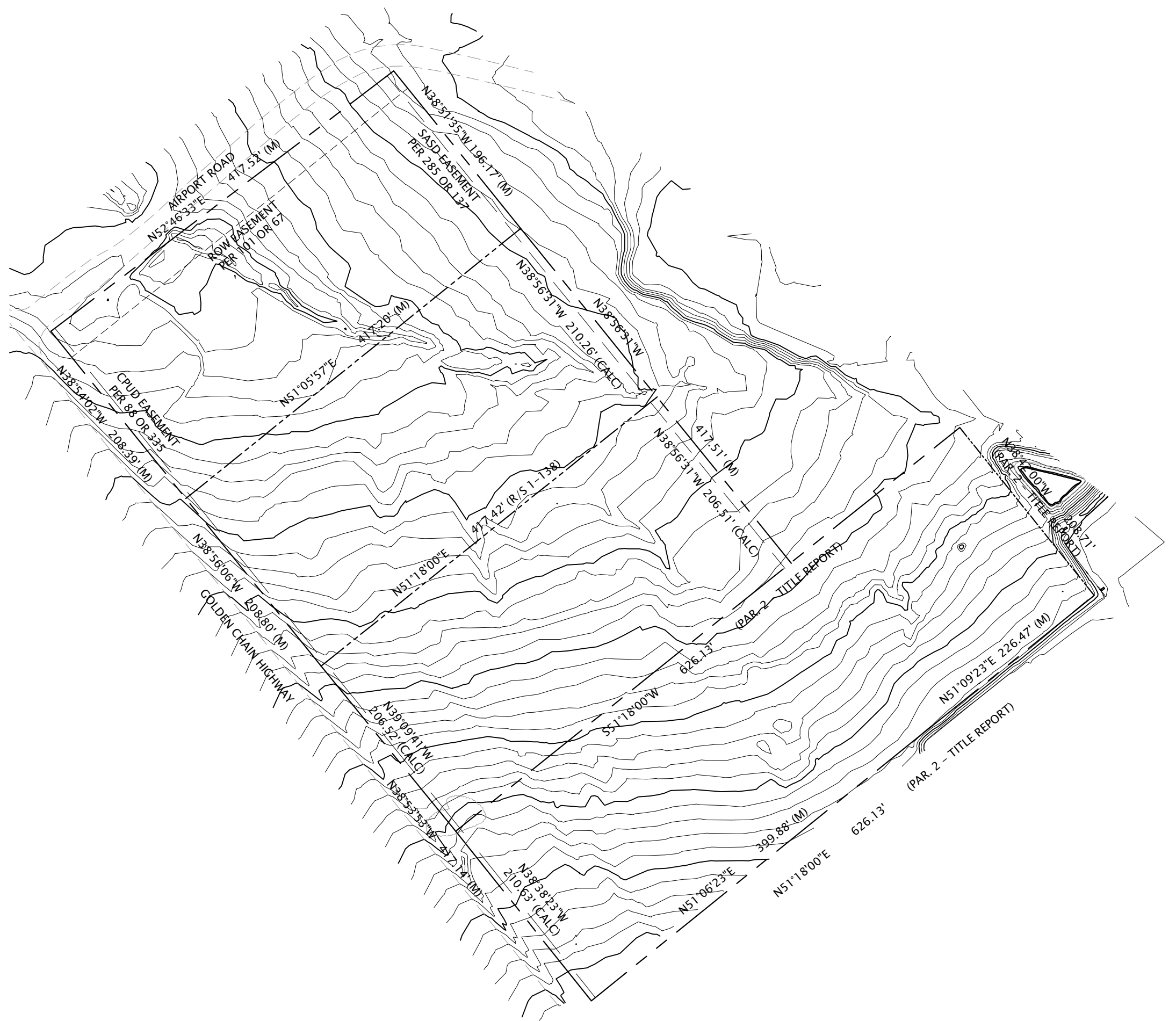


## Attachment 3

# Topographic and Boundary Survey

(With and Without Aerial Image)





AIRPORT ROAD  
 N52°46'33"E  
 ROW EASEMENT  
 PER 101 OR 67  
 417.52' (M)

SASD EASEMENT  
 PER 285 OR 137  
 N38°51'35"W  
 196.17' (M)

N38°56'31"W  
 210.26' (CALC)  
 N38°56'31"W

CPIUD EASEMENT  
 PER 88 OR 333  
 N38°54'02"W  
 208.39' (M)

N51°05'57"E  
 417.20' (M)

477.42' (R/S 1-138)  
 N38°56'31"W  
 206.51' (CALC)

GOLDEN CHAIN HIGHWAY  
 N38°56'06"W  
 808.80' (M)

N51°18'00"E  
 417.42' (R/S 1-138)

417.51' (M)  
 N38°56'31"W  
 206.51' (CALC)

(PAR. 2 - TITLE REPORT)

N39°09'41"W  
 206.52' (CALC)  
 N38°53'15"W  
 257.74' (M)

S51°18'00"W  
 626.13'

N51°09'23"E  
 226.47' (M)

(PAR. 2 - TITLE REPORT)

N38°38'23"W  
 210.63' (CALC)

399.88' (M)

N51°06'23"E

N51°18'00"E

626.13'

(PAR. 2 - TITLE REPORT)

N38°17'00"W  
 498.71'

(PAR. 2 - TITLE REPORT)



# Attachment 4

# Report of Due Diligence



CALAVERAS COUNCIL OF GOVERNMENTS

# Due Diligence Package

## for CCOG & CTA

### Transit Center and Yard

**Prepared for:**

CALAVERAS COUNCIL OF GOVERNMENTS  
444 East St. Charles St.  
P.O. Box 280  
San Andreas, CA 95249



P.O. Box 251  
394 E. St. Charles Street  
San Andreas, CA 95249

7/12/2023  
#3015

Table of Contents

EXECUTIVE SUMMARY ..... 2

- A. Property Access and General Planning Considerations: ..... 2
- B. Water (Domestic and Fire Suppression): ..... 3
- C. Sanitary Sewer: ..... 4
- D. Storm Water: ..... 4
- E. Electrical Power:..... 4
- F. Parking:..... 5
- G. Grading and Drainage: ..... 5
- H. Miscellaneous: ..... 6

APPENDICES

- Architectural Site Plan with WGA Comments ..... Appendix A
- Cross Section Detail A ..... Appendix A
- Opinion of Probable Cost ..... Appendix B

REFERENCE DOCUMENTS

- Resolution of Abandonment of Airport Road ..... Attachment A
- CPUD Recommendations for Waterline Upgrades ..... Attachment B
- CPUD Standard Charges and Fees ..... Attachment C
- Existing Topography with Aerial Background ..... Attachment D
- Existing Topography without Aerial Background ..... Attachment D

## EXECUTIVE SUMMARY

This report has been prepared for the purpose of outlining our findings concerning availability of utilities, access to the subject parcel from Hwy 49, and preliminary Opinion of Probable Cost of the project based on the planning documents provided by Aspen Street Architects. The findings of this report are preliminary in nature and are subject to change with continued development of the planning documents and further investigations and/or discussion with the agencies having jurisdiction over the proposed project.

### A. Property Access and General Planning Considerations:

1. We were unable to find record of an easement of right-of-way for ingress and egress associated with Airport Road that would guarantee this parcel's access to the road.
  - a. Airport Road was at one time a County-maintained road, as evidenced by the formal abandonment by the County in 1982. See Attachment A, being a resolution of abandonment of Airport Road.
  - b. In order to use Airport Road for access to the property, an access easement will need to be granted by the owner of the old airport property (APN 044-006-028).
  - c. As shown on the Architectural Site Plan, should access to Airport Road be obtained, an additional easement for access and drainage would be required along the northeasterly property line of the adjacent parcels (APN 044-006-026). Since this is going to be a private road, I would recommend that the easement be wide enough to accommodate a two-lane paved driveway (24' min.) with drainage swales on either side. If site lights are desired, the easement document will need to include provisions for these utilities. I think 40' is plenty sufficient width for this easement, and at a minimum 35'.
2. An alternative to using Airport Road for access is to provide direct access to HWY 49. This would require permitting through Caltrans.
  - a. Caltrans would likely condition the project to provide a deceleration lane for right-turn entry into the site.
  - b. Driveway entrance would likely need to be configured to disallow left turn entrance and exit (right in, right out only).
3. The zoning designation for this parcel is C2-PD (Planned Development Combining Zone). Per municipal code 17.50.20, developments within the planned development combining district are required to be reviewed and approved by the planning commission prior to issuance of a building permit.
  - a. It is expected that the Planning Department will give Caltrans an opportunity to condition the project, as traffic flows in Hwy 49 will be impacted.

- b. Per discussions with the Planning Department, there is a possibility that this parcel will be removed from the planned development combining district by the end of this year (2023). It is advised to coordinate further with County Planning staff to explore this possibility.

**B. Water (Domestic and Fire Suppression):**

1. Calaveras Public Utility District (CPUD) has indicated that their existing distribution system may be undersized to accommodate additional demand. Attachment B illustrates the District's anticipated system upgrades (pink lines) required as a condition of this development. The improvements include water main installation in Angels Road (800 L.F. 8" main), Toyanza Street (540 L.F. 8" main), and undeveloped portions of APN 044-006-028 and 044-006-026 (940 L.F. 8" main).
  - a. Note that the main in Angels Road would need to cross Hwy 49, which would trigger the need for an encroachment permit from Caltrans.
  - b. Our recommendation is for the developer to attempt negotiations with CPUD to either reduce the scope of water main upgrades and/or negotiate a cost share with the District.
  - c. Please note that the off-site work associated with these upgrades are not included in the attached opinion of probable cost.
2. A CPUD connection fee summary (Attachment C) has been included in this report as an aid in determining the anticipated cost of service connection (not including water main upgrades). Actual costs will depend on the required service size. Note that the published fees are expected to increase 5.1% each year.
3. CPUD will require a separate meter for each tenant (CCOG and CTA). A 2" water service size is anticipated for each.
4. A landscape irrigation service and meter will be required in addition to the domestic water services. A 1" service size is anticipated for irrigation.
5. We anticipate that the local fire authority (San Andreas Fire Protection District) will require the installation of a public fire hydrant along the Hwy 49 frontage, as well as an on-site fire hydrant.
6. A post indicator valve (PIV) and fire department connection (FDC) will be required for each sprinklered building.
7. A backflow prevention device for the fire suppression water service will be required near the connection to the water main.
8. Based on water mapping provided by CPUD, it appears that there is an existing 2" water service line serving the parcel to the north (the old airport, APN 044-006-028) that runs along the

northwest property line of the subject parcel. We were unable to find documentation of an easement for this line.

**C. Sanitary Sewer:**

1. Initial feedback from San Andreas Sanitary District (SASD) indicates that the sewer service connection can be made at the existing manhole that is adjacent to the site.
2. A grease interceptor will be required for the service bays and/or wash bay.
3. The initial required deposit at the time of connection application submittal is \$2500.
4. The Connection Fee required by SASD (Ordinance 8) will be determined by SASD upon receipt of a completed application and is dependent on the anticipated costs and expenses associated with making the connection.
5. The Capacity Charge is also project-specific and will likely be based on the number of employees. The anticipated charge is \$865.35 per employee.

**D. Storm Water:**

1. Calaveras County requires new developments to provide sufficient rainwater storage and outflow control such that the post-construction runoff rate does not exceed the pre-construction runoff rate (100 year design storm).
2. This storage requirement can be achieved with above-ground storage in a detention basin, underground storage in pipes/rock trench, or a combination of the two. It should be noted that the installation cost per unit of storage is much higher for underground systems, so we advise providing as much space as possible on the site for a new basin.
3. The existing topography exhibit (Attachment D) indicates that the site has about 20' of fall from the southerly corner to the northerly corner. To minimize site grading it is recommended that the basin be located near the northerly (lower) corner of the site.

**E. Electrical Power:**

1. There are existing overhead lines (PG&E) along the Hwy 49 frontage as well as along the northwesterly property line of the subject parcel. PG&E has informed us that the latter lines are 3-phase power lines that likely could be used to serve the developed site.
  - a. It appears that these poles are situated on the property, so no additional easements would be required.
  - b. Connecting to the lines along Hwy 49 would require a Caltrans encroachment permit.



- c. PG&E fees are unknown at this time, as it is highly dependent on specific anticipated power usage.

**F. Parking:**

1. The off-street parking requirement given in the Calaveras County Municipal code (17.70.040) for this zone (C2) is one stall per 200 SF of gross floor area.
  - a. Given a main building area of 8,650 SF and yard office space of 1,300 SF (approximate), the total number of stalls would be 50.
  - b. It may be beneficial to pursue a variance from the County for this site, as the building is mainly office space and the anticipated customer count at any given time is likely relatively low.
2. Per the California Building Code (CBC) Table 11B-208.2, only 2 accessible stalls are required, given the current parking count.
  - a. Of these two, one would need to be van accessible, the other standard.
3. Per Green Building Code Table 5.106.5.3.1, 8 electric vehicle (EV) charging spaces are required (2 installed, 6 can be designated as “future”).
4. Per CBC Table 11B-228.3.2.1, if 2 EV spaces are installed, one of them needs to be designed to be van accessible.
  - a. Stall and access aisle need to meet slope and striping requirements but does not need to be designated with the international symbol of access.

**G. Grading and Drainage:**

1. As mentioned in the Storm Water section, the existing site drains from the southerly corner to the northerly corner of the site, with about 20’ of total fall. It is recommended that the ultimate grading design take advantage of the ability to surface flow runoff across the site to minimize underground drainage facilities. This will aid in reducing construction and maintenance costs.
  - a. I would suggest installing a vegetated swale along the southerly half of the northwesterly property line, as shown in the site plan markup in Appendix A.
2. A retaining wall will be required along the southeasterly property line in order to provide a sufficiently flat area for building pads and parking. The height of the wall will depend on the ultimate grading design but is expected to reach heights in excess of 8’.
  - a. It is recommended that, to the extent practical, the site plan provide space between the southeast property line (higher side) and the site features (paving, buildings, etc.) for landscaped grade transitions in an effort to minimize retaining wall height and length.

## **H. Miscellaneous:**

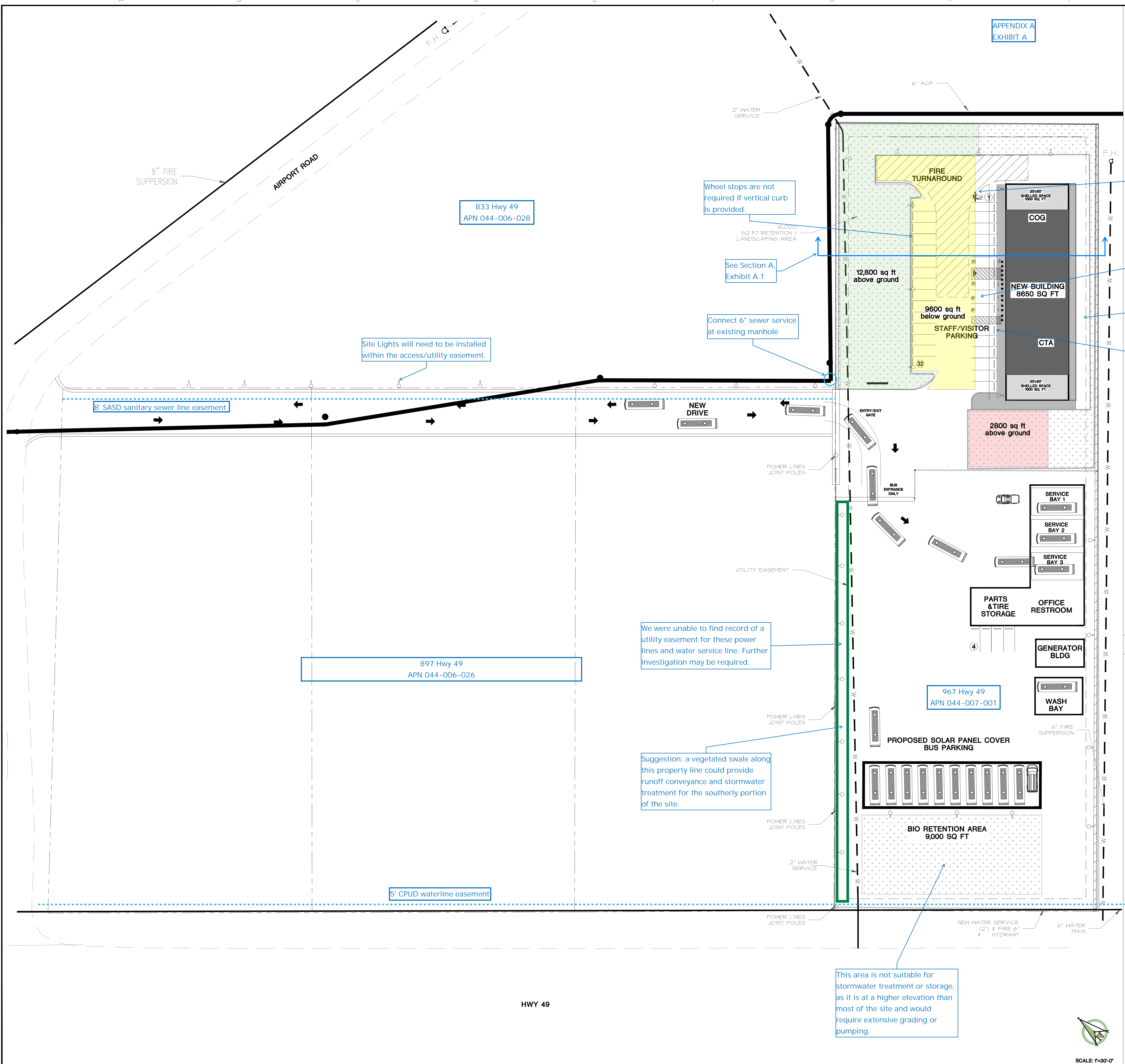
1. It appears in the architectural site plan that there is a proposed bike rack within the fire apparatus turnaround.

See Appendix A for a copy of the Architectural site plan with WGA markups for additional comments and clarifications.

See Appendix B for our preliminary Opinion of Probable Cost. Please note that the estimate provided does not include utility connection fees, building and solar canopy construction, plan review/permitting fees, and potential off-site work.

We hope that you will find this report helpful in determining a path forward for this project. If you have any questions or require further investigations, please feel free to reach out to us.

THIS DRAWING IS MEANT TO BE PRINTED 30"x42". AT ANY OTHER SIZE, DISREGARD REFERENCES TO SCALE.



parking stalls encroach into Fire Turnaround space. See Parking Notes concerning EV charging spaces and accessible stalls.

This stall is not ADA compliant with this configuration. An access aisle is required to be adjacent to stall.

Is it desired to pave this strip behind the building? If this can be a landscape area with a grade transition, the need for a retaining wall will be lessened.

Vertical curb/raised walkway required to meet current CBC requirements. Parallel curb ramps will be needed at the access aisles.

Wheel stops are not required if vertical curb is provided.

See Section A, Exhibit A.1

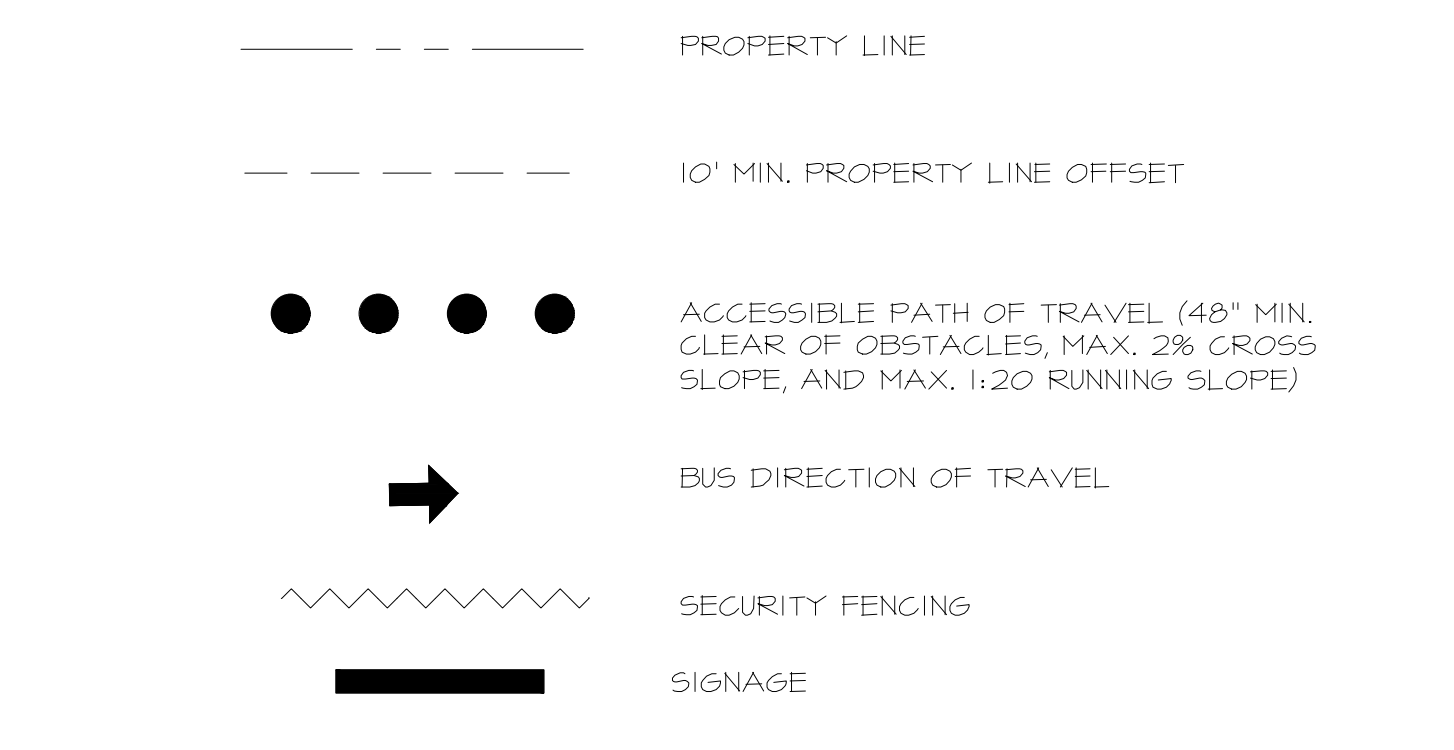
Connect 6" sewer service at existing manhole

Site Lights will need to be installed within the access/utility easement.

We were unable to find record of a utility easement for these power lines and water service line. Further investigation may be required.

Suggestion: a vegetated swale along this property line could provide runoff conveyance and stormwater treatment for the southerly portion of the site.

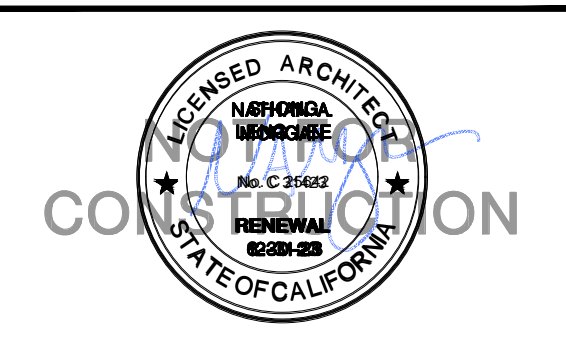
This area is not suitable for stormwater treatment or storage, as it is at a higher elevation than most of the site and would require extensive grading or pumping.



LEGEND



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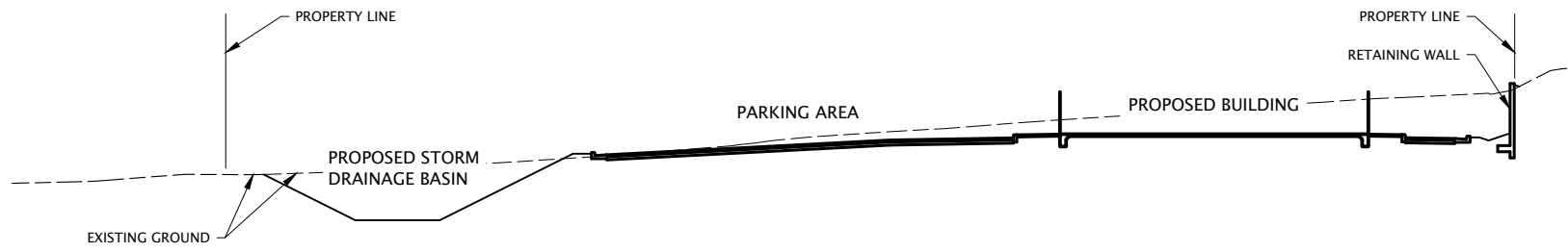
6/12/2023 C:\USERS\KJIBES\ASAIN\BOX\PROJECTS\223094.CC06 4 CTA\223094.00 PROGRAM 4 FEASIBILITY\03, DRAWING\300 SCHEMATIC DESIGN\A-100 ARCH SITE PLAN 5.30.23.DWG

20 ARCHITECTURAL SITE PLAN

SITE PLAN NOTES



APPENDIX A  
EXHIBIT A.1



SECTION A

**CCOG & CTA TRANSIT CENTER AND YARD  
 OPINION OF PROBABLE COST  
 967 HWY 49 SAN ANDREAS, CA  
 3 ACRES  
 6/15/2023**

**APPENDIX B**

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00
2	LOCATE & PROTECT EXISTING UTILITES	LS	1	\$5,000.00	\$5,000.00
3	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00
4	CLEARING & GRUBBING	LS	1	\$10,000.00	\$10,000.00
5	EARTHWORK (INCLUDES BASIN EXCAVATION)	LS	1	\$100,000.00	\$100,000.00
6	6" VERTICAL CURB	LF	1,000	\$25.00	\$25,000.00
7	CURB RAMP (LABOR ONLY)	EACH	2	\$2,000.00	\$4,000.00
8	CONCRETE FLATWORK	SF	2,800	\$15.00	\$42,000.00
9	ASPHALT CONCRETE	TON	1,875	\$120.00	\$225,000.00
10	AGGREGATE BASE	TON	2,592	\$60.00	\$155,520.00
11	ADJUST MANHOLE TO GRADE	EACH	3	\$1,000.00	\$3,000.00
12	6" P.V.C. SANITARY SEWER	LF	90	\$60.00	\$5,400.00
13	CONNECT TO EXISTING MANHOLE	EACH	1	\$2,000.00	\$2,000.00
14	SANITARY SEWER CLEANOUT	EACH	1	\$1,500.00	\$1,500.00
15	2" DOMESTIC WATER SERVICE AND METER	EACH	1	\$5,000.00	\$5,000.00
16	6" FIRE WATER LINE	LF	400	\$80.00	\$32,000.00
17	FIRE HYDRANT	EACH	2	\$5,000.00	\$10,000.00
18	6" FIRE APPURTENANCES	LS	1	\$20,000.00	\$20,000.00
19	BASIN OUTLET STRUCTURE	EACH	1	\$10,000.00	\$10,000.00
20	BASIN INLET	EACH	1	\$4,000.00	\$4,000.00
21	CATCH BASIN	EACH	5	\$3,500.00	\$17,500.00
22	12" P.V.C. STORM DRAIN PIPE	LF	500	\$60.00	\$30,000.00
23	60" H.D.P.E. IN 6'X6' ROCK TRENCH	LF	1,000	\$400.00	\$400,000.00
24	LANDSCAPING AND IRRIGATION	LS	1	\$50,000.00	\$50,000.00
25	RETAINING WALL	SF	1,500	\$50.00	\$75,000.00
26	CHAIN LINK SECURITY FENCE	LF	1,840	\$70.00	\$128,800.00
27	VEHICLE GATE	EACH	2	\$5,000.00	\$10,000.00
28	SITE LIGHTS	EACH	30	\$5,000.00	\$150,000.00
29	SWPPP PREPARATION AND MONITORING	LS	1	\$20,000.00	\$20,000.00
30	STRIPING AND SIGNAGE	LS	1	\$15,000.00	\$15,000.00
31	EROSION CONTROL	LS	1	\$13,000.00	\$13,000.00
<b>CONSTRUCTION COST</b>					<b>\$1,603,720.00</b>
<b>CONSTRUCTION CONTINGENCY (10%)</b>					<b>\$160,372.00</b>
<b>TOTAL</b>					<b>\$1,764,092.00</b>

JANUARY 18, 1982

ATTACHMENT A

1 RESOLUTION A RESOLUTION OF ABANDONMENT OF AIRPORT ROAD, NO. 497  
2 NO. 82-32

3 WHEREAS, by Resolution, the Board of Supervisors declared its intention  
4 to abandon Airport Road, No. 497 and set a time and place for hearing and said  
5 hearing was held on January 18, 1982, in the Board of Supervisors Chambers,  
6 Government Center, San Andreas, California at the hour of 10:30 a.m., and

7 WHEREAS, notice of hearing was posted and published according to law,  
8 and

9 WHEREAS, the Board of Supervisors duly heard evidence offered by any  
10 interested person, and

11 WHEREAS, from all the evidence submitted, the Board of Supervisors  
12 determined that said Airport Road, No. 497 is not necessary for present or  
13 prospective public use.

14 NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the  
15 County of Calaveras, State of California, that Airport Road, No. 497 situate  
16 in Section 20, T.4N., R.12E., M.D.M., San Andreas, California, being 0.16  
17 miles in length, be and the same is hereby abandoned.

18 BE IT FURTHER RESOLVED AND ORDERED that the Clerk of the Board of  
19 Supervisors record a copy of this Resolution in the Office of the Recorder in  
20 and for the County of Calaveras, State of California.

21 ON A MOTION by Supervisor Wistos, seconded by Supervisor  
22 Taylor, the foregoing Resolution was duly passed and adopted by  
23 the Board of Supervisors of the County of Calaveras, State of California,  
24 this 18th day of January, 1982, by the following vote:

25  
26  
27 COPY OF DOCUMENT RECORDED

On 1-25-82 as No. 759

Vol. 606 Official Records Page 326 of seq.  
has not been compared with original  
28 CALAVERAS COUNTY RECORDER

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AYES: Supervisors Taylor, Kuehl, Wistos, Hodgson and Lodato


NOES: None

ABSENT: None

ABSTAIN:

  
Chairman, Board of Supervisors

ATTEST:

  
County Clerk and Ex-Officio Clerk  
to the Board of Supervisors,  
County of Calaveras, California



ATTACHMENT B

**Legend**

400 ft

**Water Lines**

Diameter (blank)

1" 1.25" 1.5" 2" 4" 6" 8" 10" 12" 16" 18" 20" 27"

Unknown

**Master List of Calaveritas Valves**

PRV

Fire Hydrants

Meter/Details Report

**Calaveras Public Utility District  
Charges & Fees - Effective October 12, 2022**

**ATTACHMENT C**

DESCRIPTION	CHARGES
Turn on Fee	\$35.00
Initiate Service Charge (New Account Fee)	\$35.00
Application Review (2 Hour Time Deposit)	\$150.00
Late Payment Charge	\$30.00
Returned Check	\$25.00
Notary Service	\$15.00*
Meter Test (see schedule)	\$30.00 (5/8")
Backflow Test (by vendor)	\$50.00
Work Done for Others Charge	\$75.00 per hour
Backhoe/Dump Truck Services Charge	\$150.00 per hour
Miscellaneous Equipment Use Fee	\$75.00 per day
After Hours Call-Out Charge	\$75.00 per hour (2-hour minimum)
Shut-Off Valve	Cost
Line Extension	Cost

Charges & Fees (Res. 2001-20, 2014-1, 2022-25)

\*Notary Fee update per Resolution 2016-14 (effective 1/1/2017)

<b>TEMPORARY WATER SERVICE FEES</b>			
Description	Fee	Card Lock	Fixed Meter
Bulk Water Permit Fee	\$50.00	*	*
Bulk Water Commodity Charge	\$11.20/per 1,000 gals.	*	
Bulk Water Card Fee	\$20.00 per card	*	
Hydrant Meter Fee (In Advance) including setting meter/moving	\$150.00		*
Hydrant Meter Fee (After first 30 days)	\$5.00/per day		*
Deposit – Hydrant Meter	\$2,500		*
Damage Repair	Not to exceed deposit		*

Temporary Water Service Fees (Res. 2017-2)

New Development Fee [1]	Schedule of Fees [2]			
	Meter Size			
	<= 1"	1.5"	2"	> 2"
<b>Connection Fee</b>				
Meter	\$825	\$1,175	\$1,675	actual costs
Installation	\$6,150	\$6,150	\$6,150	actual costs
<b>Total [3], [4]</b>	<b>\$6,975</b>	<b>\$7,325</b>	<b>\$7,825</b>	<b>actual costs</b>
ADU Connection Fee [5]	\$3.67	Per Livable Bldg. Sq. Ft. [6]		
<b>Capacity Fee</b>				
1" and Smaller	\$10,802			
1.5"	\$16,203			
2"	\$23,764			
3"	\$39,966			
4"	\$63,730			
6"	\$123,139			
8"	\$193,350			
ADU Capacity Fee [5]	\$5.69	Per Livable Bldg. Sq. Ft. [6]		

Source: HEC July 2022.

summ

Capacity and Connection Fees Adopted by Resolution 2022-25 (See notes on next page)

[1] Both fees proposed under authority of California Government Code 66013.

[2] The fees in this schedule, including the footnotes, will be adjusted every July 1 by the change in the Engineering News Record San Francisco Constructing Cost Index March to March.

[3] District may waive a portion (meter or installation fee) of the connection fee, circumstance depending.

[4] Additional at-cost fees will be charged when the connection is greater than 10 feet from the main (estimated at cost per foot), and for other extraordinary circumstances requiring additional work. If repaving a street is necessary, the minimum fee is \$3,010. If the repave requires more than 4 yards of high compaction backfill, a fee of \$115 per yard will be charged.

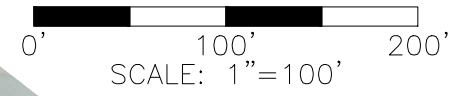
If the repave requires more than 200 square feet of asphalt, the fee will be \$10.25 per square foot.

[5] Contrary to footnote [3], no portion of the fee is to be waived for an ADU.

[6] Excludes garage and covered outdoor areas.

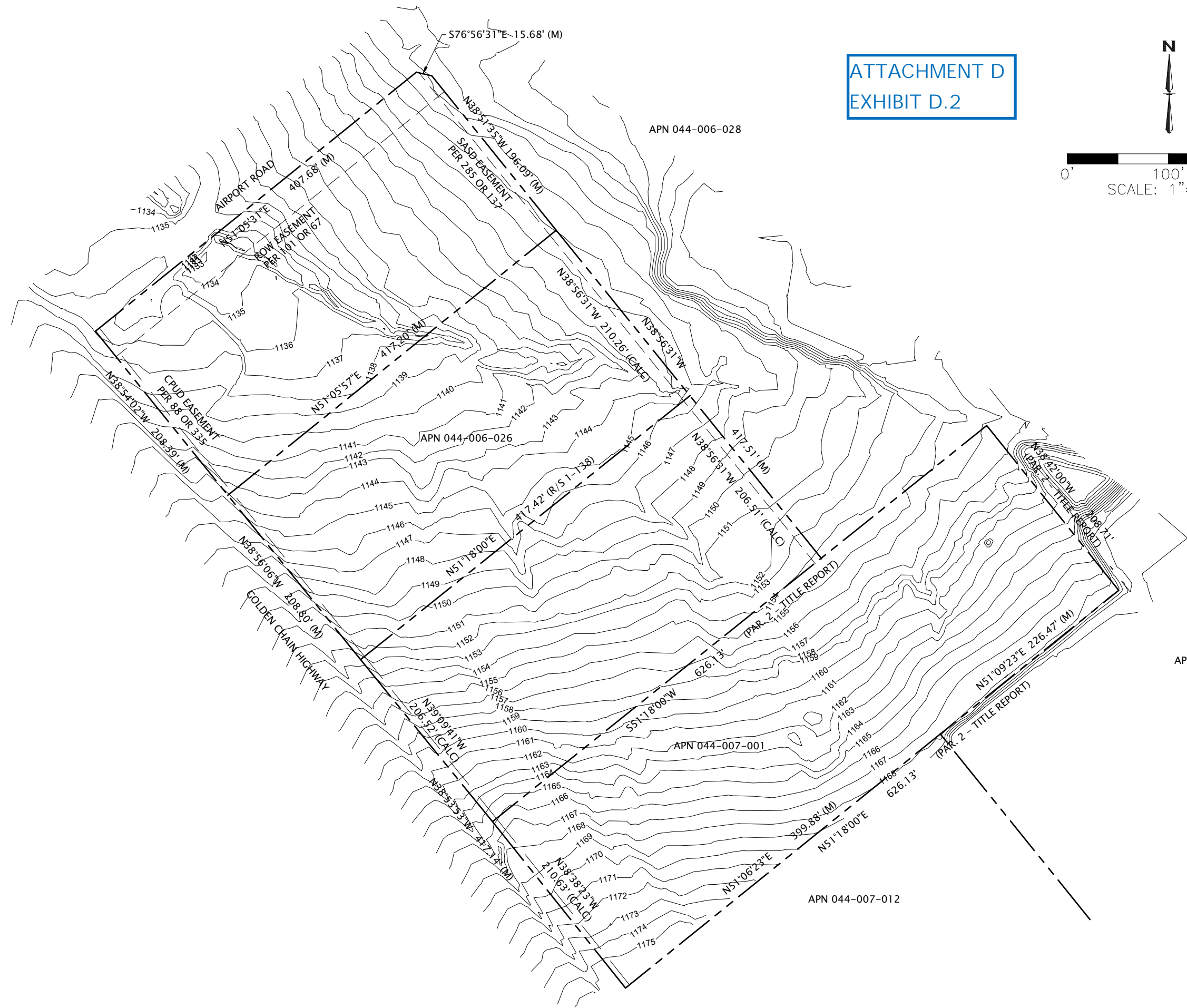
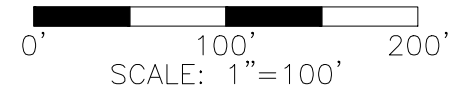


ATTACHMENT D  
EXHIBIT D.1





ATTACHMENT D  
EXHIBIT D.2





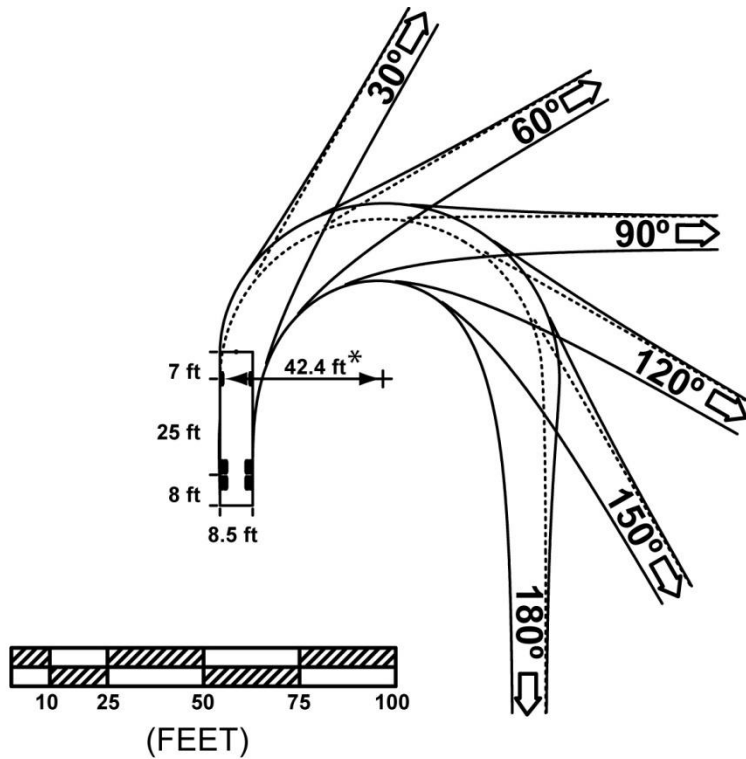
## Attachment 5

# California Highway Design Manual

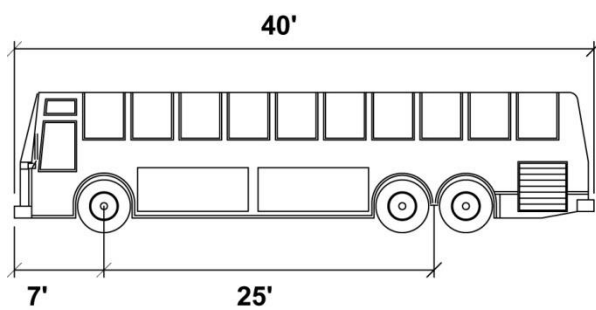
Template for 40-Foot Bus

Figure 404.5E

40-Foot Bus Design Vehicle



\* Radius to outside wheel at beginning of curve.



LEGEND

	Swept Width (Body)
	Tracking Width (Tires)

40' BUS

- Width : 8.5'
- Track : 8.5'
- Lock to Lock Time : 6 seconds
- Steering Lock Angle: 41.0 degrees

Note: For definitions, see Indexes 404.1 and 404.5.



## Attachment 6

# Sample CTA Agreement

## ATTACHMENT A

### SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

#### CALAVERAS COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into effective **DATE**, by and between CALAVERAS TRANSIT AGENCY, a California joint powers agency, hereinafter referred to as the CTA, and **CONTRACTOR**, hereinafter referred to as the CONTRACTOR.

#### I. WORK TO BE DONE:

**BRIEF PROJECT DESCRIPTION.** The scope of work shall include the specific tasks to be performed, work products, milestones and a schedule of completion for the project, as described in the Scope of Work, Attachment "A", appended hereto and incorporated herein by this reference. All such work shall be in strict accordance with applicable local, State, and Federal laws, regulations, and guidelines.

#### II. TIME OF PERFORMANCE:

The CONTRACTOR shall commence work immediately and shall complete the performance of its obligations under the Scope of Work (Attachment "A") within the time allowed, unless an extension of time is granted in writing by the CTA. The CONTRACTOR shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. All work shall be completed and documents, plans and other deliverables provided to CTA no later than **DATE**.

#### III. PAYMENT FOR SERVICES:

A. For the services described herein, the CONTRACTOR shall be compensated on a flat fee basis as described in the Attachment "B", Fee Schedule, for a total fee not-to-exceed **AMOUNT** Dollars (**\$00.00**). Said amount shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance of work under this Agreement, including all costs of labor, travel, and per diem. In no event shall CTA be liable for any payments or costs for work in excess of this amount, less any retention for administrative costs. In no instance shall CTA be liable for any unauthorized or ineligible costs. In the event any costs or payments are determined to be unauthorized or ineligible, CONTRACTOR shall immediately reimbursement CTA such amounts.

B. CTA and CONTRACTOR recognize that the funds for the services to be rendered by CONTRACTOR are being provided by a grant funded by the Federal Transit Administration (FTA) and administered through the California Department of Transportation (Caltrans). CTA is facilitating the grant and in no event shall CTA be liable to CONTRACTOR out of its own funds. CONTRACTOR shall be paid solely from the funds associated with the **GRANT**.

C. Invoices shall be submitted by the CONTRACTOR at monthly intervals and payment to the CONTRACTOR shall be made within thirty (30) days after the CTA receives and approves said invoices. The CONTRACTOR, shall maintain accounting records and any other evidences pertaining to the work performed and costs incurred on the project and shall make the records available to the CTA, or their duly authorized representatives during the AGREEMENT period and for a period of four (4) years from the date of final payment. The CONTRACTOR will maintain all communication records with claimants and submit as evidence to the CTA upon invoice of additional estimated fees due to inadequate claimant response times and/or efficiency.

#### IV. COVENANT AGAINST CONTINGENT FEES:

The consultant warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that s/he 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, the MPO/RTPA 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.

#### **V. STANDARD OF CARE; LICENSES:**

All work, documents, and products shall be in conformity with applicable State and Federal regulations and shall be consistent with the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR'S field of expertise. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONTRACTOR represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

#### **VI. ENTIRE AGREEMENT; CHANGES IN SERVICES:**

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No substantial change in the character or extent of the services to be performed by the CONTRACTOR shall be made except by an amendment to this Agreement, in writing and in advance of changes in services, between the CTA and the CONTRACTOR. Said written amendment to the Agreement shall set forth the proposed changes of services, adjustment of time, and adjustment of the cost to be paid by the CTA to the CONTRACTOR, if any.

#### **VII. TERMINATION OR ABANDONMENT:**

A. The CTA reserves the right, by giving advance written notice to the CONTRACTOR, to terminate this AGREEMENT or to suspend or abandon all or a portion of the project and all work connected therewith.

B. If all or a portion of the work covered by this AGREEMENT is suspended or abandoned by the CTA, the CTA shall pay the CONTRACTOR only for services rendered or expenses incurred under this AGREEMENT through the date of termination, suspension or abandonment. The payment shall be based insofar as possible on the amounts established in this AGREEMENT, or, where the AGREEMENT cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage or portion of work actually completed.

#### **VIII. PROJECT MANAGERS; NOTICES:**

CTA's Project Manager for this Agreement is the Executive Director of the CTA or her designee, unless CTA otherwise informs CONTRACTOR. CONTRACTOR'S Project Manager for this Agreement is [FILL IN](#). No substitution or change of CONTRACTOR'S Project Manager is permitted without the prior written approval of CTA.

Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party hereto, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid addressed to:

Melissa Raggio, Executive Director  
Calaveras Transit Agency  
P.O. Box 280  
444 E. Saint Charles Street, Suite A  
San Andreas, CA 95249

**PROJECT MANAGER**  
**CONTRACTOR**  
**ADDRESS1**  
**ADDRESS2**

Phone: (209) 754-2094  
Fax: (209) 754-2096

**Phone:**  
**Fax:**

## **IX. INDEPENDENT CONTRACTOR:**

The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act as and be independent contractors as to CTA. Except as specified in Attachment "A" (Scope of Work) or otherwise expressly delegated by the Chair of CTA, CONTRACTOR, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CTA 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.

## **X. INDEMNITY AND INSURANCE:**

The CONTRACTOR agrees to defend, indemnify, and hold harmless the CTA, its directors, officers, agents, employees, and representatives, from and against any and all claims, actions, demands, costs, damages, liabilities, or losses (collectively "Losses") to property or persons, including wrongful death, in any manner arising from, or in connection with, the performance by the CONTRACTOR or its agents, officers, employees, representatives, or contractors, under this Agreement, insofar as such Losses result from or are in any manner connected with the CONTRACTOR'S negligent, reckless, or willful act or omission. CONTRACTOR shall pay all costs that may be incurred by CTA in enforcing this indemnity, including reasonable attorney's fees. CONTRACTOR'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CTA or its directors, officers, agents, employees, and representatives. The provisions of this Section XI shall survive the expiration, termination, or assignment of this Agreement.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT, a policy of commercial liability insurance, in a form at least as broad as Insurance Services Office (ISO) Commercial General Liability Occurrence Form #CG 0001, issued by an admitted insurance company acceptable to CTA, and naming the CTA, its Directors, Officers, Agents, Employees, and Representatives as additional insureds in amounts not less than:

1. \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
2. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be at least \$2,000,000.

The above referenced policy of commercial liability insurance shall contain a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured and a provision requiring that written notice be given CTA at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder or should any such policy be cancelled before completion of said work, CTA may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts of money due CONTRACTOR.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of automobile liability insurance, in a form at least as broad as ISO Commercial Automobile Liability Form #CA 0001, Code 1 (any auto), issued by an insurance company acceptable to CTA in the minimum amount of \$1,000,000 bodily injury/property damage per accident.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during his performance of this AGREEMENT a policy of Worker's Compensation, including \$1,000,000 of employer's liability insurance, issued by an insurance company acceptable to CTA for the protection of CONTRACTOR'S employees, including executive, managerial, and supervisory employees, engaged in any work required by this AGREEMENT.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of professional liability insurance, issued by an insurance company acceptable to CTA in the minimum amount of \$1,000,000 per claim.

Before the CONTRACTOR shall commence work under this AGREEMENT and before any subcontractor shall commence work under any subcontract executed pursuant to this AGREEMENT, CONTRACTOR shall deposit an original Certificate of Insurance, on a standard ACCORD form, evidencing each policy of insurance required by this AGREEMENT with CTA and also containing the following:

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

**XI. GENERAL COMPLIANCE WITH LAWS:**

The CONTRACTOR shall be required to comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT.

**XII. SUBLETTING AND PERSONNEL ASSIGNMENTS:**

The CONTRACTOR acknowledges and agrees that the subletting or transfer of any portion of the services covered by this AGREEMENT, except as otherwise provided herein, shall be prohibited.

**XIII. NONDISCRIMINATION**

During the performance of the work covered by this AGREEMENT, the CONTRACTOR shall comply with applicable provisions of the Civil Rights Act of 1964.

The prospective contractor's signature affixed hereon and dated shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the bidder/proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990(a-f) and Title 2, California Code of Regulations, Section 8113.

**XIV. GOVERNMENT CODE SECTION 7550:**

The CONTRACTOR acknowledges his/her/its obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

**XV. SUCCESSORS AND ASSIGNS:**



This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

**XVI. 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.

**XVII. 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.

**XVIII. 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.

**XIX. COUNTERPARTS:**

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

**XX. GOVERNING LAW; 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 Calaveras County.

**XXI. WAIVER:**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of CTA to enforce at any time the provisions of this Agreement or to require at any time performance by the CONTRACTOR of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of CTA to enforce these provisions.

**XXII. ATTORNEYS' FEES AND COSTS:**

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.

**XXIII. GENERAL TERMS AND CONDITIONS:**

CONTRACTOR agrees to comply with the General Terms and Conditions attached hereto as Attachment "C" and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.

**CALAVERAS TRANSIT  
AGENCY (“CTA”)**

**(“Contractor”)**

By \_\_\_\_\_  
Melissa Raggio  
Executive Director

By \_\_\_\_\_  
**PROJECT MANAGER**  
Project Manager

ATTEST:

\_\_\_\_\_  
Anne Dell’Orto  
Clerk to the Calaveras Transit Agency  
County of Calaveras, State of California

**Attachment "A"**

**SCOPE OF WORK**

**Attachment "B"**

**FEE SCHEDULE**

## Attachment "C"

### General Terms and Conditions

#### 1. Non-Discrimination

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 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 shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages
4. Disqualifying the contractor from future bidding as non-responsible

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

#### 2. Prompt Payment

a. Prompt Progress Payment to Subcontractors. Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the CTA, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CTA. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or

nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

b. Prompt Payment of Withheld Funds to Subcontractors. No retainage will be held by the CTA from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the CTA's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **3. Release Of Retainage**

The Contractor agrees further to release retainage payments, if any, to each Sub-Contractor within 30 days after the Sub-Contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CTA. This clause applies to both DBE and non-DBE Sub-Contractors.

### **4. 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).

### **5. Americans with Disabilities Act (ADA) of 1990.**

By signing this Agreement, Contractor assures the CTA 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.

### **6. 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, & 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.

## **7. Union Organizing.**

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

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.

b. No funds received from the CTA under this Agreement shall be used to assist, promote, or deter union organizing.

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

d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the CTA funds has been sought for these costs, and Contractor shall provide those records to the CTA upon request.

## **8. Political Reform Act Compliance.**

Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "Contractors" 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 "Contractors" under the Act by the CTA, as provided for in the Conflict of Interest Code for the CTA, shall promptly file economic disclosure statements for the disclosure categories determined by the CTA, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

## **9. 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 Attachment "D."

## **10. Accounting Records.**

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow inspection and copying of all work, data, documents, proceedings, and activities related to the Agreement during the term hereof and for a period of three (3) years from the date of final payment under this Agreement.

## **11. Ownership of Materials; Confidentiality.**

a. Documents & Data. This Agreement creates an exclusive and perpetual license for CTA to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or

data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”).

Contractor shall require all subcontractors to agree in writing that CTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data.

Contractor shall provide copies on electronic media of all work products produced under this Agreement. To the extent that reports or lengthy passages of text are included in a given work product, the document shall be prepared in Microsoft Word or a format compatible with Word or as directed by the CTA.

CTA may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA/FTA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

b. Intellectual Property. In addition, CTA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Contractor under this Agreement.

The CTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of CTA.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the CTA.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

CTA further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of CTA, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use CTA's



name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CTA.

## **12. Prohibited Interests.**

a. Solicitation. Contractor maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor maintains that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, CTA, percentage, fee, or other consideration contingent upon or resulting from the award or making of this Agreement.

b. Conflicts of Interest. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the CTA'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 the CTA or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the CTA of any and all potential violations of this paragraph upon becoming aware of the potential violation.

## **13. Equal Opportunity Employment.**

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

## **14. Subcontracting.**

A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CTA's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

C. Any substitution of subconsultants must be approved in writing by the CTA's Contract Manager.

## **15. Prevailing Wages.**

By its execution of this Agreement, Contractor certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

## **16. Debarment, Suspension, and Other Responsibilities.**

a. The CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CTA.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

## **17. Supplemental Provisions for Federal-Aid Projects**

Notwithstanding anything to the contrary contained in the Agreement, including any other Exhibits attached thereto, the following provisions shall apply if funding for the Project is provided, in whole or in part, from the United States Department of Transportation.

### **A. Cost Principles**

a. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

b. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to CTA.

### **B. Retention of Records/Audit**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the CTA shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CTA, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

### **C. Disputes**

1. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CTA's Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONTRACTOR.

2. Not later than 30 days after completion of all work under the contract, the CONTRACTOR may request review by the CTA GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

3. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

#### D. Equipment Purchase

1. Prior authorization in writing, by CTA's Contract Manager shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

2. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding \$5,000 prior authorization by CTA's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

3. Any equipment purchased as a result of this contract is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CTA shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the CTA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CTA procedures; and credit the CTA in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CTA and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CTA." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

4. All subcontracts in excess \$25,000 shall contain the above provisions.

#### E. Conflict of Interest

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

2. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

3. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### F. Rebates, Kickbacks or other Unlawful Consideration

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

#### G. Legal Remedies

In addition to those contract remedies set forth under relevant provisions of California law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

Attachment "D"

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the CTA Board of Directors are:

MEMBERS:

Amanda Folendorf  
Caroline Schirato  
Gary Tofanelli  
Isabel Moncada  
Pat Bettinger  
Justin Catalano  
Tim Muetterties

ALTERNATES:

Ben Stopper  
L Bruce Miller  
Alvin Broglio

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 CTA 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 CTA 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 CTA 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)

- (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 preceding 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, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.