

# MEMORANDUM

DEPARTMENT OF PUBLIC WORKS  
County of Placer

TO: BOARD OF SUPERVISORS DATE: June 13, 2006  
FROM: KEN GREHM / WILL GARNER <sup>KD</sup> <sub>WG</sub>  
SUBJECT: TART SUMMER TRANSIT SERVICES CONTRACT

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## ACTION REQUESTED / RECOMMENDATION

Approve a Resolution authorizing the Director of Public Works to negotiate and execute a contract with Airport Mini-Bus to provide bus drivers for Tahoe Regional Transit (TART) summer transit service in an amount not to exceed \$112,000.

## BACKGROUND / SUMMARY

TART operates additional transit service with trolleys and buses each summer. The service provides more frequent service and night time service that is not available during the rest of the year. The TART Summer program is funded by the North Lake Tahoe Resort Association with the goal of providing increased transit service during the peak tourism season.

Each year, TART has difficulty fully staffing the program with additional temporary bus drivers. To address this issue, DPW developed a request for proposals for private sector charter and shuttle operators to partner with the County to provide qualified drivers to operate a portion of the summer transit program. One proposal was received from Airport Mini-Bus of Reno, Nevada.

## ENVIRONMENTAL

This project is statutorily exempt from CEQA pursuant to Public Resources Code 21080(b)(10), as it is a project to provide passenger service.

## FISCAL IMPACT

The maximum cost of the contract is \$112,000, which would be funded by the North Lake Tahoe Resort Association transient occupancy tax funds. The appropriation for this contract will be included in the Final 2006/07 DPW Budget.

Attachments:  
Proposed Contract  
Resolution

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: A RESOLUTION  
AUTHORIZING THE DIRECTOR OF PUBLIC  
WORKS TO NEGOTIATE AND EXECUTE A  
CONTRACT WITH AIRPORT MINI-BUS TO  
PROVIDE BUS DRIVERS FOR THE TART  
SUMMER TRANSIT SERVICE

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors  
of the County of Placer at a regular meeting held June 13, 2006,  
by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:  
Clerk of said Board

\_\_\_\_\_  
Chairman, Board of Supervisors

WHEREAS, Tahoe Area Regional Transit (TART) is a public transit service operated by Placer County;

WHEREAS, Requests for Proposals #9577, solicited proposals from qualified firms to provide bus drivers for the Tahoe Trolley program for the 2006 Season;

WHEREAS, One proposal was received from Airport Mini-Bus,

THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Placer, State of California, does hereby authorize the Director of Public Works to negotiate and execute a contract with Airport Mini-Bus to provide bus drivers for the TART Summer Transit Service.

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# DRAFT

**Project:** Contract Drivers for TART Summer Trolley Program

**Administering Agency:** Department of Public Works

**Contract No.:**

**Contract Description:** Provision of Public Transit Drivers for Summer Season

## CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT is made at Auburn, California, as of \_\_\_\_\_ 2006, by and between the County of Placer, ("County"), and \_\_\_\_\_ ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County.

3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing services pursuant to this Agreement. County shall furnish Contractor only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.

6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

Executed as of the day first above stated:

COUNTY OF PLACER

By: \_\_\_\_\_  
Director of Public Works

Approved As to Form

\_\_\_\_\_  
County Counsel

CONTRACTOR\*

By: \_\_\_\_\_  
Name:  
Title: President/Vice President

By: \_\_\_\_\_  
Name:  
Title: Secretary

\*Contract must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

**Exhibit A**  
**Contract Drivers for TART Summer Trolley Program**  
**Scope of Work**

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**I. Introduction**

Tahoe Area Regional Transit (TART), which is operated by the Placer County Department of Public Works, operates the Tahoe Trolley service during the summer season in North Lake Tahoe. TART has experienced difficulty in the past staffing this summer program with enough drivers. TART hires drivers into county employment. Most of the summer trolley drivers have been part-time temporary drivers hired into temporary extra-help status.

**II. Services Required**

The contractor is to provide drivers to Placer County for use in the Tahoe Trolley program. Placer County will supply the management, supervision, route training, vehicles, uniforms and all supplies necessary to work the required shifts. The contractor will not be required to provide on site supervision. Listed below are the requirements for this contract:

- A. Number of Drivers:** 4 per day; 7 or 8 drivers total
- B. Dates:** June 19-27, 2006 for approximately 16 hours each for orientation  
June 29 - September 4, 2006 in service
- C. Operating Days:** 7 days per week
- D. Operating Hours:** 9:30 a.m. to Midnight in revenue service
- E. Shift Days per week:** 7 days per week
- F. Shift Assignments:** See Attachment 1 of this Scope of Work for Shift Descriptions
- G. Reporting Location:** Tahoe Area Regional Transit  
870 Cabin Creek Road  
Truckee, CA  
3 miles south of I-80 off of Highway 89  
in Placer County
- H. Driver Transportation:** Contractor or driver shall be responsible for transportation to and from the TART office and the assigned route location(s). The County shall not provide transportation between locations.

### **III. General Requirements**

#### **A. Driver Qualifications**

Possession of a valid Class B driver's license with air brake and passenger endorsements. The driver must possess documented training sufficient to hold or obtain a Verification of Transit Training (VTT), School Bus, Student Pupil Activity Bus (SPAB) or General Public Paratransit Vehicle (GPPV) certificate. The Contractor shall provide a DMV printout for each driver identifying the proper endorsements. The Contractor shall bear all costs associated with acquiring the DMV report(s).

Drivers must be able to operate and perform routine maintenance on a public transit vehicle in passenger service, operate a public transit vehicle safely and legally, and practice principles of good customer service.

Each driver provided by Contractor will be required to pass a basic skills driving test administered by County's certified trainers before being approved to operate in service.

#### **B. Drug & Alcohol Testing**

The contractor shall be responsible for implementing the drug and alcohol testing required by 49 CFR PART 655 and 49 CFR PART 40.

#### **C. Operating of County Equipment**

Contractor shall use revenue vehicles, non-revenue vehicles and other supplied equipment in accordance with the provisions of this agreement, the operating procedures set forth by County personnel responsible for supervision of the TART operation, and all applicable federal, state, and local laws.

#### **D. Pickup and Discharge of Passengers**

Unless otherwise directed by County in writing, passengers shall be picked up and discharged only at approved bus stops.

#### **E. Pre-trip Inspections and Defect Reports**

Drivers are required to perform a pre-trip inspection of each revenue vehicle prior to operation. Pre -trip inspection will be done in accordance with procedures described by TART supervisors. Drivers will be responsible for reporting, in writing, any defects to both revenue and non-revenue vehicles provided by County.

**F. Incident Reports**

Drivers will be responsible for completing incident reports for vehicle and non-vehicle incidents, accidents, and collisions during performance of this contract. Incident reporting will be completed on a form prescribed by County and provided by TART supervisors.

**G. Insurance**

See Exhibit D

**H. Driver Performance**

Failure of a driver to perform duties in a manner generally required by drivers employed by Placer County will be cause for Placer County to require the contractor to remove a driver from service.

**I. Vehicle Cleanliness**

Drivers shall maintain the cleanliness of the vehicle interior, passenger windows, windshields and mirrors during operation. Drivers may be assigned to wash vehicles during the course of their shifts.

**IV. Description of Service**

The service described below is the entire service, including that to be operated directly by Tahoe Area Regional Transit personnel. The proposed Tahoe Trolley timetable is displayed on Attachment 2 to this Scope of Work. The Tahoe Trolley is a summer only service that is operated by Tahoe Area Regional Transit in conjunction with TART's regular year-round public bus service. The Trolley program is operated with four replica trolley vehicles from 9:00 a.m. to midnight. Three of the trolleys are 2000 35-foot diesel vehicles built by Double K Incorporated. The fourth trolley is a 1994 28-foot gasoline vehicle built by Cable Car Classics.

During the day three trolleys are in operation. 1) Tahoe City - One trolley on a continuous route between Fanny Bridge and Jackpine Street, 2) Crystal Bay to Tahoe Vista - one trolley on a continuous route between the state line at Crystal Bay and the Tahoe Sands in Tahoe Vista, and 3) Squaw Valley - One trolley on a continuous route between Squaw Valley and Tahoe City.

Two trolleys are also in operation at night. The two trolleys operate on a two-hour round trip from Squaw Valley to the Hyatt Regency, Incline Village along Highway 89 and Highway 28 from 6:05 p.m. to 11:57 p.m.

Each contract driver will be expected to work a minimum of 20 hours per week and a maximum of 40 hours per week. It is expected the contract drivers will work approximately 1,700 to 1,850 hours during the season.

**Attachment 1  
To Scope of Work**

**Description of Trolley Shifts**

Tahoe Area Regional Transit  
Summer Trolley Program  
Contracted Shifts

**Shift 1**

Route: Kings Beach – Tahoe Vista Shuttle  
Report Time: 9:30 AM  
Route Begin: 10:15 AM at Crystal Bay  
Lunch Break: 1:15 PM to 2:15 PM  
Route End: 5:10 PM at Crystal Bay  
Shift End: 5:45 PM  
Pay Time: 7hrs 15 minutes

**Shift 2**

Route: Kings Beach – Tahoe Vista Shuttle, Tahoe City Shuttle,  
Squaw Valley – Hyatt Night  
Report Time: 12:30 PM  
Route Begin: 1:15 PM at Crystal Bay for 1hr Lunch Relief  
Route Begin: Drive non-revenue vehicle (car/truck) to Tahoe City for 2:30 relief of  
TC Shuttle driver.  
Lunch Break: 5:15 PM to 6:00 PM  
Route Begin: 6:05 PM one Round Trip on Squaw Valley - Hyatt  
Route End: 8:00 PM at Squaw Valley  
Shift End: 8:30 PM  
Pay Time: 7hrs 15 minutes

**Shift 3**

Route: Tahoe City Shuttle  
Report Time: 9:30 AM  
Route Begin: 10:15 AM at Tahoe City  
Lunch Break:  
Route End: 2:30 PM at Tahoe City  
Shift End: 3:00 PM  
Pay Time: 5hrs 30 minutes

**Shift 4**

Route: Squaw Valley – Hyatt Regency  
Report Time: 6:30 PM  
Route Begin: 7:05 PM at Squaw Valley  
Lunch Break:  
Route End: 11:00 PM at Squaw Valley  
Shift End: 11:30 PM  
Pay Time: 5hrs

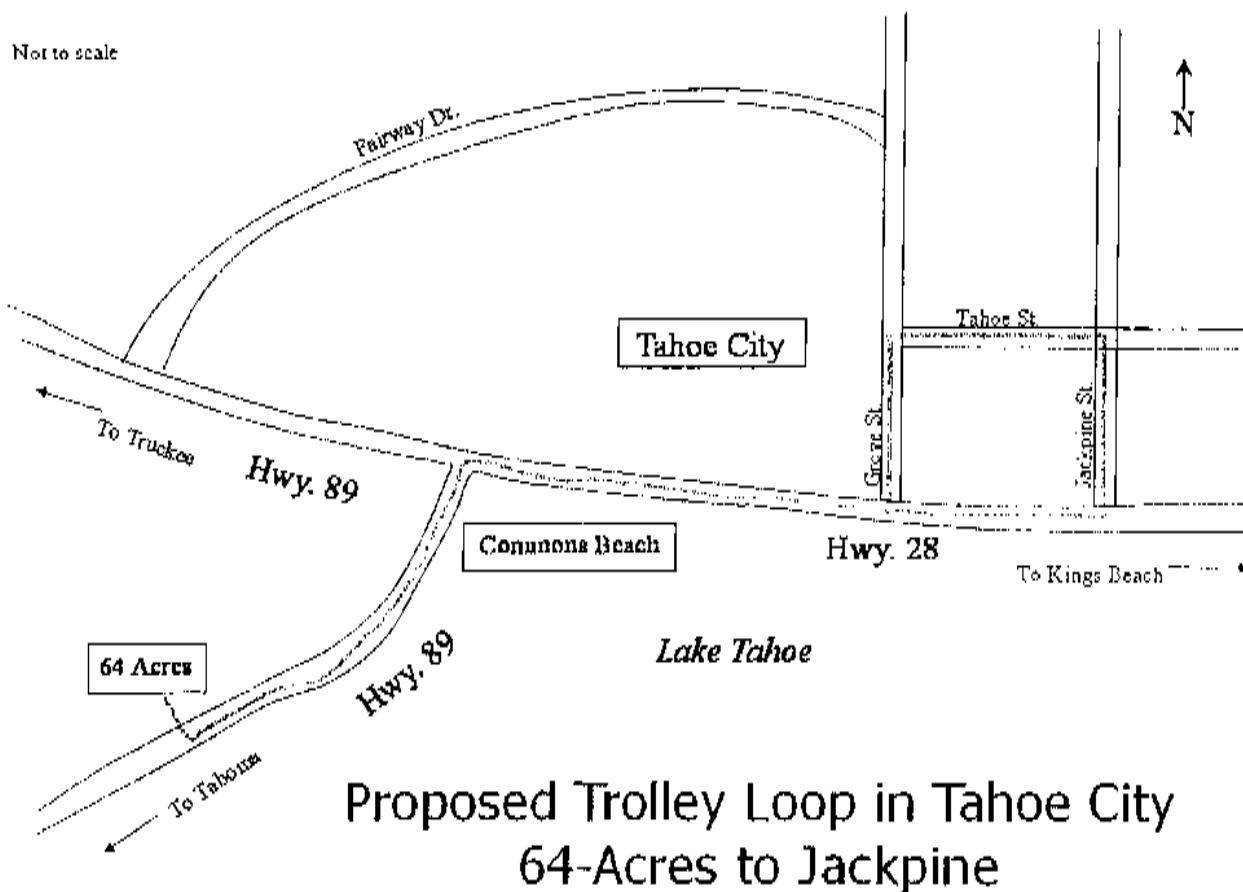


**Attachment 2  
To Scope of Work**

**Trolley Service Timetables**

**Tahoe City Shuttle**

This free service will operate on a continuous loop between 64-Acres and Grove Street with departures approximately every 15 minutes. See below map.



**Attachment 2, Continued**

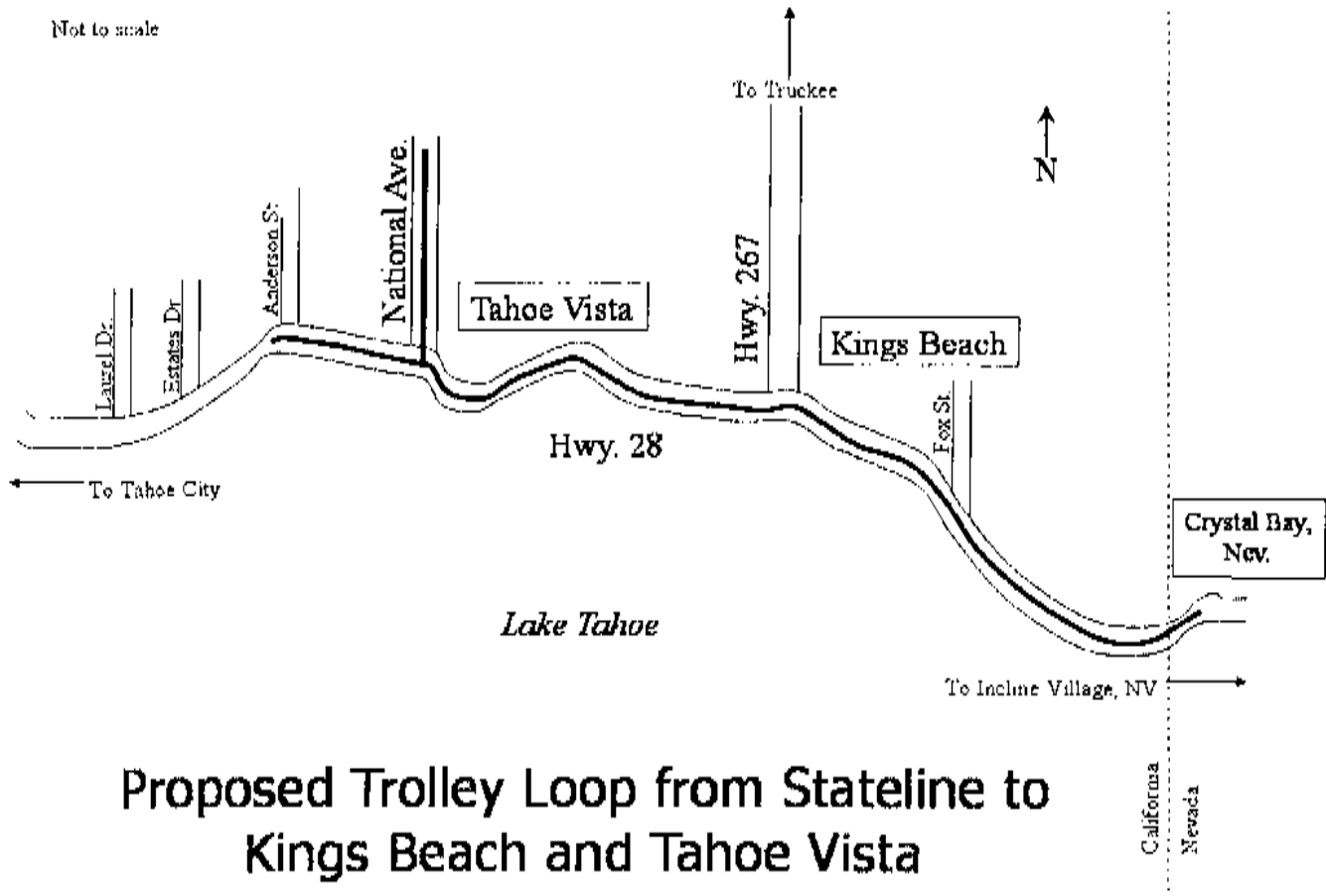
**Crystal Bay/Kings Beach/Tahoe Vista Trolley - Free**

**Crystal Bay - Tahoe Vista - Highway 28**

Tahoe Biltmore	10:15	10:45	11:15	11:45	12:15	12:45	1:15	1:45	2:15	2:45	3:15	3:45	4:15	4:45
Chipmunk St	10:16	10:46	11:16	11:46	12:16	12:46	1:16	1:46	2:16	2:46	3:16	3:46	4:16	4:46
Coon St	10:18	10:48	11:18	11:48	12:18	12:48	1:18	1:48	2:18	2:48	3:18	3:48	4:18	4:48
Hwy 267 (Safeway)	10:21	10:51	11:21	11:51	12:21	12:51	1:21	1:51	2:21	2:51	3:21	3:51	4:21	4:51
National Avenue @ Post Office	10:23	10:53	11:23	11:53	12:23	12:53	1:23	1:53	2:23	2:53	3:23	3:53	4:23	4:53
Regional Park - Entrance on National Ave	10:25	10:55	11:25	11:55	12:25	12:55	1:25	1:55	2:25	2:55	3:25	3:55	4:25	4:55
Hwy 28 @ National Avenue	10:28	10:58	11:28	11:58	12:28	12:58	1:28	1:58	2:28	2:58	3:28	3:58	4:28	4:58
Tahoe Sands Resort	10:29	10:59	11:29	11:59	12:29	12:59	1:29	1:59	2:29	2:59	3:29	3:59	4:29	4:59

**Tahoe Vista - Crystal Bay - Highway 28**

Tahoe Sands Resort	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00
National Avenue (Lakeside)	10:31	11:01	11:31	12:01	12:31	1:01	1:31	2:01	2:31	3:01	3:31	4:01	4:31	5:01
Hwy 267 (Beach Center)	10:32	11:02	11:32	12:02	12:32	1:02	1:32	2:02	2:32	3:02	3:32	4:02	4:32	5:02
Conference Center (shelter)	10:35	11:05	11:35	12:05	12:35	1:05	1:35	2:05	2:35	3:05	3:35	4:05	4:35	5:05
Coon St	10:36	11:06	11:36	12:06	12:36	1:06	1:36	2:06	2:36	3:06	3:36	4:06	4:36	5:06
Crystal Bay Club	10:40	11:10	11:40	12:10	12:40	1:10	1:40	2:10	2:40	3:10	3:40	4:10	4:40	5:10



**Proposed Trolley Loop from Stateline to Kings Beach and Tahoe Vista**

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## Attachment 2, Continued

### Squaw Valley/Tahoe City - to be directly operated by TART

Connects with TART Bus at Tahoe City

#### Squaw Valley - Tahoe City (Granlibakken On Call)

Squaw Valley Clock Tower	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30
Village At Squaw Valley USA	9:32	10:32	11:32	12:32	1:32	2:32	3:32	4:32	5:32
Resort at Squaw Creek	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40
Squaw Valley Park	9:42	10:42	11:42	12:42	1:42	2:42	3:42	4:42	5:42
River Ranch	9:45	10:45	11:45	12:45	1:45	2:45	3:45	4:45	5:45
Tahoe City	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:50	5:50

#### Tahoe City - Squaw Valley (Granlibakken On Call)

Tahoe City	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00
River Ranch	10:05	11:05	12:05	1:05	2:05	3:05	4:05	5:05	6:05
Squaw Valley 7-11	10:08	11:08	12:08	1:08	2:08	3:08	4:08	5:08	6:08
Resort at Squaw Creek	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10	6:10
Village At Squaw Valley	10:19	11:19	12:19	1:19	2:19	3:19	4:19	5:19	6:19
Squaw Valley Clock Tower	10:20	11:20	12:20	1:20	2:20	3:20	4:20	5:20	6:20

### Night Service - Free

#### Squaw Valley - Hyatt Route

#### Squaw Valley-Tahoe City-State Line-Hyatt Regency, Incline

Squaw Valley Clock Tower	6:05 PM	7:05 PM	8:05 PM	9:05 PM	10:05 PM
Resort At Squaw Creek	6:08 PM	7:08 PM	8:08 PM	9:08 PM	10:08 PM
Tahoe City - Boatworks Mall -- ARRIVE	6:25 PM	7:25 PM	8:25 PM	9:25 PM	10:25 PM
Tahoe City - Boatworks Mall -- LEAVE	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM
Camelian Bay	6:40 PM	7:40 PM	8:40 PM	9:40 PM	10:40 PM
Tahoe Vista	6:44 PM	7:44 PM	8:44 PM	9:44 PM	10:44 PM
Kings Beach	6:48 PM	7:48 PM	8:48 PM	9:48 PM	10:48 PM
Stateline	6:52 PM	7:52 PM	8:52 PM	9:52 PM	10:52 PM
Hyatt Regency, Incline Village	7:05 PM	8:05 PM	9:05 PM	10:05 PM	11:05 PM

#### Hyatt Regency, Incline-State Line-Tahoe City-Squaw Valley

Hyatt Regency	7:05 PM	8:05 PM	9:05 PM	10:05 PM	11:05 PM
Stateline	7:18 PM	8:18 PM	9:18 PM	10:18 PM	11:18 PM
Kings Beach	7:22 PM	8:22 PM	9:22 PM	10:22 PM	11:22 PM
Tahoe Vista	7:26 PM	8:26 PM	9:26 PM	10:26 PM	11:26 PM
Camelian Bay	7:30 PM	8:30 PM	9:30 PM	10:30 PM	11:30 PM
Tahoe City - Boatworks Mall -- ARRIVE	7:40 PM	8:40 PM	9:40 PM	10:40 PM	11:40 PM
Tahoe City - Boatworks Mall -- LEAVE	7:45 PM	8:45 PM	9:45 PM	10:45 PM	11:45 PM
Tahoe City - Bank of America stop					
Resort At Squaw Creek	7:57 PM	8:57 PM	9:57 PM	10:57 PM	11:57 PM
Squaw Valley Clock Tower	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 PM

All stops are not listed. Trolleys stops are identified with signs. Call TART for more information on individual bus stops.  
 The Tahoe Trolley is operated by Tahoe Area Regional Transit, a service of the Placer County Department of Public Works.  
 Phone Number: (800)736-6365 or (530)550-1212

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**Exhibit B**  
**Contract Drivers for TART Summer Trolley Program**

**Payment for Services Rendered**

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**Pricing**

Placer County will be charged \$ \_\_\_\_\_ per driver shift hour for between 1 and 40 hours per week, per driver. Placer County will be charged \$ \_\_\_\_\_ per driver shift hour for drivers who work in excess of 40 hours per week. A week shall be defined as 12:00 a.m. Saturday through 11:59 p.m. Friday.

**Invoices/Reporting**

Invoices shall be submitted monthly. Invoices shall identify total charge, time period covered, driver name, hours and shift worked each day, number of hours worked by week between 1 and 40 hours, number of hours worked by week in excess of 40 hours, and total hours for both categories. The County will make payment within 30 days of receipt of a correct invoice, unless Contractor offers a discount off the invoice price for earlier payment.

**Liquidated Damages**

County will deduct charges resulting from liquidated damages from payments of Contractor invoices under the following conditions:

Failure to Report for Shift: For any occurrence of driver's failure to report for scheduled shift assignments, the Contractor shall be liable to the County the amount equal to the cost of the shift, based on the contract hourly rate.

Formula: Contract rate x length of shift in hours = Total cost of damages

Failure to Report for Shift at Designated Time: Contractor shall be liable to the County the cost of 50% of a shift for any occurrence of driver's failure to report within 5 minutes of scheduled report time, for scheduled shift assignments. Failure to report within two hours of a scheduled report time shall be considered as a failure to report for the entire shift..

**Exhibit C  
Contract Drivers for TART Summer Trolley Program**

**Facilities, Equipment, and Other Materials, and Obligations of County**

Placer County shall provide all facilities, equipment and materials necessary for contract drivers to fulfill their duties, as described in Section 2.0 of RFP No. 9577 and Exhibit A of this contract.

Placer County shall also provide supervision and management of the transit services operated by contract drivers.

Placer County will provide Contractor with weekly driver schedule one week in advance.

Contractor shall provide their drivers with any time sheets or records needed for Contractor's record keeping.

**Exhibit D**  
**Contract Drivers for TART Summer Trolley Program**

**General Provisions**

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1. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

2. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

3. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Insurance.** Contractor shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:

A. **Workers' Compensation and Employers' Liability Insurance**

1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

2) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."

4) Contractor shall require all sub-contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.

2) One of the following forms is required:

- a) Comprehensive General Liability;
- b) Commercial General Liability (Occurrence); or
- c) Commercial General Liability (Claims Made).

3) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a) Five million dollars (\$5,000,000) each occurrence;
- b) Five million dollars (\$5,000,000) aggregate.

4) If Contractor carries a Commercial General Liability (Occurrence) policy:

- a) The limits of liability shall not be less than:
  - i) Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage);
  - ii) Five million dollars (\$5,000,000) for Products-Completed Operations;
  - iii) Five million dollars (\$5,000,000) General Aggregate.

b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then

c) The required aggregate limits shall be Five million dollars (\$5,000,000).

5) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a) The limits of liability shall not be less than:
  - i) Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage);
  - ii) Five million dollars (\$5,000,000) aggregate for Products-Completed Operations;
  - iii) Five million dollars (\$5,000,000) General Aggregate.

b) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

5. Indemnity. Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge, in any way, the Contractor's liability but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

As used above, the term "County" means Placer County or its officers, agents, employees and volunteers.



6. **Contractor Not Agent.** Except as County may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

8. **Personnel.**

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, any persons identified in Contractor's proposal shall be utilized in the performance of this contract. Reassignment or substitution of individuals or sub-contractors by the Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by authorized persons.

9. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

10. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.

3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the County.

11. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

12. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

14. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. **Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.

18. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

