

LASSEN COUNTY TRANSPORTATION COMMISSION



REQUEST FOR PROPOSALS (RFP)

**For Preparation of a Lassen County Electric Vehicle (EV) Charging Infrastructure
Master Plan**

Issue Date: February 16, 2026

Lassen County Transportation Commission (LCTC)
PO Box 1028 • Susanville, CA 96130

INTRODUCTION TO LASSEN COUNTY

Lassen County lies in northeastern California situated at the north end of the Sierra Nevada Range. It is bounded by the State of Nevada to the east and by the Counties of Modoc, Shasta, Sierra and Plumas to the north, west and south, respectively. It is the eighth largest of California's 58 counties with its lower valleys generally above 4,000 feet and mountains rise to heights of 8,200 feet. The population of Lassen County in 2024 was estimated to be 28,340 down from 32,730 in the 2020 census and from its highest level of 34,895 in the 2010 census.

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

The City of Susanville is the County Seat and the only incorporated city in Lassen County. Unincorporated community centers include Westwood, Clear Creek, Bieber, Johnstonville, Janesville, Standish, Litchfield, Herlong, Doyle, Milford, Leavitt Lake, Little Valley, Ravendale, Termo and Madeline.

Major highways within the County are U.S. 395 and State Routes (SR) 36, 44, and 139. In addition, State Routes 70, 147, and 299 extend across parts of the County. Lassen County's climate is characterized by hot, dry summers and cold, moderately wet winters. Low temperatures in January average 20 degrees Fahrenheit, while the high temperatures in July average 88 degrees Fahrenheit. Normal annual precipitation levels range from 38 inches of rain and up to 140 inches of snow in the higher elevations.

PROJECT OVERVIEW

Lassen County Transportation Commission (LCTC) is seeking qualified consulting firms or individuals to prepare a **Lassen County Electric Vehicle (EV) Charging Infrastructure Master Plan**. The purpose of the Plan is to evaluate existing conditions, identify feasible and equitable locations for EV charging infrastructure, and provide an implementation-ready roadmap to support EV adoption by residents, visitors, and commercial users throughout Lassen County. Working with key stakeholders and aligned with regional sustainability goals, this project supports long-term transportation and environmental improvements in Lassen County.

Lassen County is on the east side of the Sierra Nevada Mountains and is at a crucial point in its pursuit of economic growth and investment, sustainable transportation and environmental stewardship. The County is a rural, geographically large county with limited existing public EV charging infrastructure. Insufficient charging infrastructure creates uncertainty about trip reliability, limits local EV adoption, and deters visitors traveling by electric vehicle. As EV ownership continues to increase statewide, rural counties such as Lassen face unique challenges related to long travel distances, electrical grid capacity, land ownership, and limited public investment resources.

The Master Plan will assess current and future EV charging demand; evaluate electrical grid capacity and site feasibility; and identify priority locations for public charging stations in incorporated and unincorporated communities. The comprehensive assessment will consider factors such as population density, traffic patterns, tourist attractions, and the existing electrical grid's capabilities. The Plan will emphasize equitable access, particularly for under-resourced communities, tribal lands, and residents without access to at-home charging. In collaboration with key stakeholders and aligned with regional sustainability goals, this initiative marks a significant step towards a sustainable and well-connected community, driving Lassen County towards an eco-friendly future.

The Master Plan's comprehensive assessment will be a practical, grant-ready planning document that supports implementation, funding applications, interagency coordination, and long-term EV infrastructure deployment consistent with state, regional, and federal transportation, climate, and equity goals. This effort will enhance the county's commitment to ecological preservation, boost economic growth, and improve local and tourist mobility. This approach aligns with broader state and national goals, advocating for sustainable transportation access for everyone, irrespective of socioeconomic status.

PROJECT STAKEHOLDERS

1. Susanville Indian Rancheria
2. Lassen Municipal Utility District
3. Lassen County Health and Social Services
4. Lassen County Public Works Department
5. Lassen County Office of Emergency Services
6. Lassen County Housing and Grants Department
7. Lassen County Planning and Building Services Department
8. Lassen Transit Service Agency
9. Lassen Chamber of Commerce
10. Westwood Chamber of Commerce
11. U.S. Bureau of Land Management
12. U.S. Forest Service
13. Lassen Historical Society
14. Lassen Land and Trails Trust
15. Lassen Senior Services
16. City of Susanville
17. Plumas County
18. Sierra County
19. Shasta County
20. Modoc County
21. Lassen County private landowners

OVERALL PROJECT OBJECTIVES

The Lassen County EV Charging Infrastructure Master Plan aims to:

- Establish a foundational network of public EV charging facilities in key population centers and travel corridors where limited or no infrastructure currently exists (Westwood, Clear Creek, Bieber, Johnstonville, Janesville, Standish, Litchfield, Herlong, Doyle, Milford, Little Valley, Ravendale).
- Provide guidance to enhance and expand existing EV charging infrastructure within the City of Susanville.
- Improve access to EV charging in under-resourced and rural communities.
- Support local economic activity and tourism by encouraging EV users to stop, charge, and spend time in Lassen County communities.
- Develop an implementation-ready strategy, including phasing, cost estimates, and funding opportunities.
- Develop strategic partnerships for a comprehensive EV charging network.

PROJECT SCOPE OF WORK

The Scope of Work shall include completion of the tasks and deliverables set forth in **Exhibit A – Scope of Work**.

REQUEST FOR PROPORSALS (RFP)

The purpose of this solicitation is to obtain proposals from qualified firms or individuals. The professional capabilities of qualified firms or individuals must include demonstrable expertise in disciplines necessary to accomplish the services requested and experience on equivalent projects for small rural communities.

SUBMITTAL DEADLINE AND LOCATION

Proposals must be received **no later than 3:00 PM (Pacific Time) on Friday, March 27, 2026**.

Submittals must be delivered in PDF format by email titled, “RFP: Lassen County Electric Vehicle Charging Infrastructure Master Plan” to John Clerici, Executive Secretary, LCTC at: **jlfclerici@gmail.com**

Submittals must be submitted electronically in PDF format by email. Submittals by fax or in hard copy will not be accepted. Late submittals will not be considered.

RFP ADMINISTRATION

The sole point of contact for proposals is: **John Clerici, Executive Secretary, LCTC**
Email: **jlfclerici@gmail.com**

All questions and requests for clarification regarding this Request for Proposals (RFP) must be submitted in writing by email to the contact listed above. Respondents shall not contact other LCTC staff, Commissioners, or consultants regarding this solicitation.

Decisions made by the Executive Secretary of the Lassen County Transportation Commission, John Clerici, during the RFP evaluation and selection process shall be final. The Lassen County Transportation Commission retains final authority regarding contract award.

Respondents are responsible for monitoring the LCTC website for any Request for Proposals (RFP) addenda or updates:
<https://www.lassenctc.com/>

CONSULTANT SELECTION SCHEDULE

Monday, February 16, 2026	Issue Request for Proposals
Friday, March 6, 2026	Inquiries for written clarification regarding the RFP
Friday, March 27, 2026 by 3:00 PM	Responses to RFP Due (Pacific Time)
Friday, April 10, 2026	Ranking of submittals by Selection Team
Monday, April 13, 2026	Finalists contacted to schedule interviews, if required
Week of April 20, 2026	Conduct interviews if required (if necessary, interviews will be held by video conference; proposers, including subconsultants, must be available)
Monday, April 27, 2026	Negotiations begin
Week of May 4, 2026	Contract award, execute contract
Week of May 11, 2026	Kick-off meeting

All dates are subject to change at the discretion of LCTC.

REQUEST FOR PROPOSALS CONTENT

Proposals shall be clear, concise, and organized using the section headings and order below. Each section corresponds directly to the evaluation criteria and scoring weights.

A. Approach to Work and Understanding of the Project

Describe the firm's understanding of the project and proposed approach to completing the Scope of Work. At a minimum, include:

- A narrative describing how each major task in the Scope of Work will be completed
- Proposed methods, tools, and technical approaches (e.g., data collection, CAD designs, feasibility evaluation, site prioritization)
- Approach to stakeholder coordination and public outreach, including engagement of underrepresented and hard-to-reach populations
- Strategies to ensure the Plan is practical, implementation-ready, and supports future funding applications

This section should clearly explain **how** the work will be performed and demonstrate an understanding of the rural context and project goals.

B. Project Team Qualifications

Describe the proposed project team and organizational structure.

1. Firm Overview

Provide a brief description of the prime consultant, including:

- Organizational structure
- Location of principal and supporting offices
- Number of professional staff
- Years in business
- Names, titles, and years with the firm of staff proposed for this project

2. Project Manager

Identify the Project Manager who will have direct and continuous responsibility for the project. Include a summary of their relevant experience managing similar projects and their role in quality control, schedule management, and coordination.

3. Subconsultants

If subconsultants are proposed, provide:

- Firm name and area of expertise
- Key personnel assigned to the project
- Description of their roles and responsibilities
- An organizational chart showing relationships among the prime consultant and subconsultants

4. Resumes

Provide resumes for all key personnel (prime and subconsultant). Resumes shall be limited to **one page per person** and include:

- Education
- Relevant certifications and licenses
- Years of experience
- Recent similar projects

C. Specialized Experience and Capabilities

Demonstrate the firm's relevant experience and technical capabilities related to the Scope of Work. Include:

- Descriptions of recent projects similar in scope and complexity, particularly those involving:
 - EV charging infrastructure planning
 - Rural or small-community transportation planning
 - Site feasibility and infrastructure analysis
 - Public agency and grant-funded planning projects
- Identification of key staff who worked on each project
- Client references for each project, including:
 - Agency name
 - Contact person's name and title
 - Phone number

Also describe:

- Experience designing and implementing effective outreach strategies that engaged underrepresented, rural, or hard-to-reach populations
- Availability and qualifications of additional technical, CAD, analytical, and administrative resources that may support the project

D. Overall Proposal Quality and Other Considerations

This category will be evaluated based on the overall quality and completeness of the RFP, including:

- Organization and clarity of the submittal
- Responsiveness to all RFP requirements
- Comments from references
- Professional presentation

No separate narrative is required for this section; however, the proposal should be prepared with care and attention to detail.

E. Fee Schedule (Do Not Submit)

A fee schedule shall **not** be submitted with the RFP.

Following evaluation and ranking, LCTC will enter into negotiations with the highest-ranked firm. Compensation will be based on the final negotiated Scope of Work. Firms may review the **Project Cost and Schedule (Exhibit B)** for general reference only. Costs associated with **Tasks 01 and 02**, which will be completed by LCTC staff, shall not be included in any future fee proposal.

An authorized official of the consultant firm shall sign the proposal. The proposal shall be valid for a minimum of ninety (90) days. The submitted proposal shall contain no more than 30 single sided pages (excluding the covers and section dividers).

SUBMITTAL

Submissions for the requested professional services described in the proceeding should meet the following criteria to be considered for this project:

Request for Proposals (RFP) must be received **no later than 3:00 PM (Pacific Time) on Friday, March 27, 2026.**

Submittals must be delivered in PDF format by email titled, “RFP: Lassen County Electric Vehicle Charging Infrastructure Master Plan” to John Clerici, Executive Secretary, LCTC at: **jlclerici@gmail.com**

Submittals must be submitted electronically in PDF format by email. Submittals by fax or in hard copy will not be accepted. Late submittals will not be considered.

An officer of the firm or a designated agent empowered to bind the firm in a contract shall sign the submitted proposal and any clarifications thereto.

Please note: The successful Consultant will be expected to fully meet all representations made in its proposal including demonstration of project understanding, work plan, project schedule and its project team.

EVALUATION OF PROPOSALS

1. The Lassen County Transportation Commission Executive Secretary shall designate the members comprising the Consultant Selection Committee.
2. The Consultant Selection Committee shall review the responses to the Request for Proposals and select the most qualified Consultant for further evaluation. The selection of the most qualified Consultant shall be based primarily on the information provided in the proposal. Be sure to include all relevant information and evidence of the firm's record of performance and ability to perform the work.
3. The Consultant Selection Committee may choose, but is not obligated, to interview the project manager, together with other key personnel, of the most qualified firm(s) or individual(s).
4. The Committee's rating of the Consultant shall be based upon the professional qualifications necessary for the timely and satisfactory completion of the tasks. The following criteria shall be utilized by the Consultant Selection Committee in the rating process:

A. Approach to Work and Understanding of the Project (30%)

This criterion evaluates the Consultant's demonstrated understanding of the project and the quality and feasibility of the proposed approach to completing the Scope of Work. Consideration will be given to:

- Understanding of EV charging infrastructure planning in a rural context
- Soundness and practicality of proposed methods, tools, and technical approaches
- Approach to site feasibility analysis and prioritization
- Strategy for stakeholder coordination and public outreach, including engagement of underrepresented and hard-to-reach populations

- Ability to deliver an implementation-ready plan that supports future funding applications
- Overall clarity, logic, and completeness of the work approach

B. Project Team Qualifications (30%)

This criterion evaluates the qualifications, experience, and organization of the proposed project team. Consideration will be given to:

- Relevant experience and demonstrated success of the Project Manager on similar projects
- Qualifications and roles of key personnel
- Appropriateness of the team structure and integration of subconsultants
- Depth of available technical and support resources
- Demonstrated ability of the team to deliver projects on schedule

C. Specialized Experience and Capabilities (30%)

This criterion evaluates the firm’s and subconsultants’ relevant experience and technical capabilities. Consideration will be given to:

- Experience with EV charging infrastructure planning
- Experience in rural or small-community transportation planning
- Experience with site feasibility and infrastructure analysis
- Experience working with public agencies and grant-funded planning projects
- Demonstrated success designing and implementing outreach strategies that engaged underrepresented, rural, or hard-to-reach populations
- Quality, relevance, and outcomes of past projects and client references

D. Overall Proposal Quality and Other Considerations (10%)

This criterion reflects the overall quality and completeness of the RFP.

Consideration will be given to:

- Organization, clarity, and professionalism of the submittal
- Responsiveness to all RFP requirements
- Ability to follow instructions outlined in the RFP
- Feedback from client references

5. The Lassen County Purchasing Policy, Section 6, Professional Service Contracts, will serve as the governing guideline used by the Consultant Selection Committee in making a recommendation to the Executive Secretary of the Lassen County Transportation Commission for selection of a Consultant to perform the work.

TERMS OF THIS REQUEST FOR PROPOSALS

Acceptance of Proposals

The Commission reserves the right to reject any or all submittals and to waive any informality, technical defect or clerical error in any submittal. This Request for Proposals is not an offer to contract. The accepted submittal will become part of the contract agreement for furnishing the services.

Oral Communications

Any oral communication between Commission staff and the Consultant is not binding, nor will it modify the Request for Proposals in any way.

Amendments

If deemed necessary by the Commission, the Executive Secretary may amend this RFP by written addendum. Notice of any addendum will be provided to all firms that have requested to receive the RFP or have submitted questions. It is the Consultant's responsibility to ensure receipt of all addenda prior to submitting a proposal.

Submittal Costs

All costs incurred in the preparation, submittal, or presentation of an RFP shall be the sole responsibility of the Consultant. The Commission shall not be liable for any costs incurred by Consultants in responding to this RFP.

Submittal Requirements

Responses to this Request for Proposals must be received by the Lassen County Transportation Commission Executive Secretary, John Clerici at jlfclerici@gmail.com no later than **3:00 p.m. (Pacific Time) on Friday, March 27, 2026**. Submittals must be in PDF format by email titled, "RFP: Lassen County Electric Vehicle Charging Infrastructure Master Plan". Submittals by fax or in hard copy will not be accepted. Late submittals will not be considered.

Basis for Request for Proposals

This RFP, together with any written addenda issued by the Commission, represents the official and controlling source of information upon which proposals shall be based. Consultants are responsible for carefully reviewing all RFP materials and any addenda prior to submitting a proposal.

Requests for clarification or interpretation of the Request for Proposals must be submitted in writing in accordance with the schedule identified in the RFP. Written interpretations or amendments to the RFP made by the Executive Secretary of the Lassen County Transportation Commission will be furnished to all Consultants requesting receipt of the RFP.

John Clerici, Executive Secretary
Lassen County Transportation Commission

Attachments:

Exhibit A - Lassen County Electric Vehicle Infrastructure Master Plan Scope of Work

Exhibit B - Lassen County Electric Vehicle Infrastructure Master Plan Grant Cost and Schedule Exhibit

Exhibit C - Pro Forma Contract

Exhibit A

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive Technical
Grant Fiscal Year	FY 2025-26
Project Title	Lassen County Electric Vehicle Charging Master Plan
Organization (Legal name)	Lassen County Transportation Commission (LCTC)

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The Lassen County Transportation Commission (LCTC) is applying for the Caltrans Sustainable Transportation Planning Grant Sustainable Communities Technical sub-category to develop an Electric Vehicle Charging Master Plan. The Plan will outline a path forward to install effective and equitable EV charging infrastructure throughout Lassen County by gathering data, evaluating the physical and financial feasibility of expanding the charging network within the county, and conducting a site analysis for EV charging locations.

Appendix A shows the project area and identifies several Lassen County communities. According to the 2020 US Census, the Lassen County population is 32,730. The entire county qualifies as an under-resourced community (per the definition of a rural community of 50,000 or less and outside of urbanized areas). The Median Household Income (MHI) for the County is \$59,515, compared to a statewide MHI of \$91,905, as reported by the American Community Survey 2022 5-Year Estimates. According to the data, 7 of 9 census tracts have a Median Household Income (MHI) less than 80% of California MHI, qualifying Census Tracts 401, 402, 403.03, 403.04, 403.05, 405, and 406 as under-resourced by income. Census tract 401 MHI is only 47 percent of statewide MHI. Lassen County is the home of one federally recognized Tribe, the Susanville Indian Rancheria. Projects that support Tribes qualify as supporting under-resourced communities as well.

This Plan supports the Climate Action Plan for Transportation Infrastructure (CAPTI) in working towards rural under-resourced communities having the same access and benefit opportunities from Zero-Emission Vehicle (ZEV) technology as more urbanized areas. The Plan also supports regional tourism, on which under-resourced Lassen communities depend. Increased EV traffic in rural downtowns will add to and sustain economic vitality. Public EV charging stations provide an equitable way for those without easy access to primary (at-home) charging to charge an electric vehicle.

Given the large distances that exist between Lassen County communities (and the distances to urban centers), it is critical that each community has sufficient transportation-related infrastructure to support charging demand from local residents and tourists alike. The few existing chargers within Lassen County are all located in and around Susanville, the limited EV charges throughout the remainder of Lassen County can contribute to 'range anxiety', a fear that an EV won't have sufficient charge to make it to the next charging station. The nearest chargers to Susanville are located in the Lassen National Volcanic Park (66 miles to the west), Burney (76 miles to the northwest), Reno (77 miles to the south), Loyalton (81 miles to the southwest), and

Alturas (104 miles to the north). This may be a significant contributing factor to the lack of EV adoption within Lassen County and may negatively impact tourism in the future. Data from the California Energy Commission shows rapid increases in statewide EV sales in the last decade, indicating that there is potential demand from residents and tourists alike for charging facilities, once reliable charging infrastructure is in place.

Lassen County is a major tourist destination for outdoor recreation and a thoroughfare for regional tourism. The plan will place emphasis on encouraging multimodal transportation by encouraging drivers to charge EVs at trailheads, parks, and campgrounds. The Plan will encourage a mode shift to electric transportation by planning for a cohesive EV charging network that mitigates range anxiety among EV drivers in the region. Providing public infrastructure to charge alternative electric transportation devices as well as EVs provides a lower-cost means for residents to access electric transportation technology.

The Lassen County Electric Vehicle Charging Master Plan will support a wide variety of local, state, and federal planning efforts, including Towards an Active California, Climate Action Plan for Transportation Infrastructure (CAPTI), the Caltrans Strategic Plan, Caltrans Mission and Objectives, Lassen County Housing Element, Lassen County Regional Transportation Plan, Lassen County Comprehensive Economic Development Strategy, State Planning Priorities, Title VI and Environmental Justice, CTP 2050, and AB 32. As the Regional Transportation Planning Agency (RTPA), LCTC recognizes it has an important role to play in helping meet California's ambitious greenhouse gas (GHG) emissions reduction targets and supporting the spread of Zero-Emission Vehicles (ZEVs) on California roadways.

Project Stakeholders

- Susanville Indian Rancheria
- Lassen Municipal Utility District
- Lassen County Health and Social Services
- Lassen County Public Works Department
- Lassen County Office of Emergency Services
- Lassen County Housing and Grants Department
- Lassen County Planning and Building Services Department
- Lassen Transit Service Agency
- Lassen Chamber of Commerce
- Westwood Chamber of Commerce
- U.S. Bureau of Land Management
- U.S. Forest Service
- Lassen Historical Society
- Lassen Land and Trails Trust
- Lassen Senior Services
- City of Susanville
- Plumas County
- Sierra County
- Shasta County
- Modoc County
- Lassen County private landowners

Overall Project Objectives

- Develop a plan for expanding and strengthening the public EV charging infrastructure network in Lassen County.
- Provide a means to encourage economic investment in rural under-resourced communities and support vibrant local economies.
- Encourage multimodal transportation by placing an emphasis on EV charging facilities in outdoor public spaces.
- Enhance local understanding of EV technology through outreach and education efforts, encouraging EV adoption in rural areas.
- Reduce GHG emissions and reliance upon fossil fuels.

Summary of Project Tasks

Task 1: Stakeholder Coordination

LCTC will use county, local, and online resources to identify Lassen County stakeholders, including community organizations, tribal entities, local government, and businesses.

Task Deliverables
Develop and maintain stakeholder database. Invite to meet individually and participate in online survey.
Provide a summary of input received from stakeholders

Task 2: Stakeholder Advisory Committee

LCTC will select a group of Lassen County stakeholders who represent a variety of interest groups to serve on a Stakeholder Advisory Committee for the project.

Task Deliverables
Form a Stakeholder Advisory Committee (SAC) that will provide technical expertise and guidance.
The SAC/Consultant Team will meet at kick-off meeting, approximately halfway through the project, and to discuss Draft Final Report.
Meeting Minutes

Task 3: Public Outreach

Prepare a community engagement plan that will include:

- An online survey.
- Conducting two workshops.
- An interactive mapping tool using GIS, where community members can identify their preferred or high priority options for charging facility locations (may be included as part of online survey).
- Once siting analysis has been completed, property owners of recommended EV charging facility sites will be consulted to discuss the possibility of constructing EV charging.
- Presentation of Plan to Councils, Commissions, and Boards.

Task Deliverables
Community Survey questions (both in English and Spanish), link, and QR code
Workshop dates, locations, and sign in sheets
Link to interactive GIS map tool
Presentation Materials for in-person and virtual workshops
Summary of survey and outreach findings

Task 4: Existing Conditions

Evaluate existing conditions including:

- Review of RTP, General Plans, and zoning/permitting regulations with respect to EV charging stations.
- Review of the State of California Governor's Office of Planning and Research Zero-Emission Vehicles in California: Community Readiness Guidebook.
- Review completed or in-progress studies being conducted by Caltrans regarding EV infrastructure along the US 395 corridor.
- Analysis of the most recent demographic and economic statistics.
- Location of existing public EV charging infrastructure.
- Analysis of most recently available traffic patterns and volumes, including through traffic.
- Key destinations of interest, such as public parks and public parking lots.
- Description of types of EV charging units and associated electricity requirements.

Task Deliverables
Summary of Existing Conditions
Figures of traffic data, use data, and demographic and economic data

Task 5: Feasibility and Siting Analysis

- Conduct an initial feasibility analysis to identify sites for potential EV charging facility locations within Lassen County. Potential sites will be ranked based on a variety of factors that may include land ownership, cost, existing site characteristics, size, location, and necessary upgrades.
- Conduct feasibility assessment that evaluates electric grid network needs, permitting requirements and identifies responsible entities for each potential site.
- Compile a table and map listing/showing proposed charging locations, landowner, number and type of EV chargers recommended, key destinations nearby, grid feasibility, and other important benefits and disadvantages of each site.

Task Deliverables
Table of potential siting locations
GIS graphic of proposed siting locations

Task 6: Infrastructure Analysis

The Consultant Team will work closely with Lassen Municipal Utility District, Lassen County's sole electricity provider to assess the ability of the electric grid to tolerate project implementation. This analysis will consider the following:

- Current capacity of the electric grid for additional EV chargers, including specific numbers and types.
- Future potential capacity of the electric grid, considering any proposed upgrades/capital improvements to grid.
- Peak demand and off-peak demand for current and future grid capacity to handle EV chargers.

Task Deliverables
Summary and Findings of Infrastructure Analysis

Task 7: Economic Analysis

The Consultant Team will conduct an economic analysis, weighing both the financial benefits and costs of overall project implementation. This analysis will at a high level:

- Evaluate the financial investment required for project implementation, analyzing cost of installation at each potential site, including estimated cost of charging units, site improvements (additional parking, signage, ADA accessibility etc.), and electric grid upgrades required.
- Evaluate economic benefits of implementation and the economic cost of not implementing the plan.
- Analyze the most recent population and economic forecasts available from the Department of Finance, Department of Energy, and Department of Transportation to quantify future EV demand.
- Discuss potential revenue gained through EV charging fees.
- Discuss on-going maintenance costs for EV charging locations.
- Evaluate potential grant funding sources available for project implementation.

Task Deliverables
Summary and Findings of Economic Analysis
Cost Benefit Analysis of Plan Implementation
List of funding sources for Plan Implementation

Task 8: Draft and Final Plan

The Consultant Team will combine all of the findings of the public and stakeholder outreach and various analyses into the EV Charging Master Plan draft document. After review and comment by LCTC, and stakeholders. The Consultant Team will present the draft to LCTC, the SAC, stakeholders, and the public. The Consultant Team will incorporate any comments into the Final Plan.

Implementation Plan

As part of the final Lassen County Electric Vehicle Charging Master Plan, the Consultant Team will prepare an implementation plan that consists of the following:

- Timeline for implementation.
- Timelines for grant funding opportunities.
- Summary of permitting process for installation.
- Summary of additional electrical engineering analysis required.
- An outreach/education plan for post-installation.
- Steps to coordination with landowners where high-priority EV charging stations have been identified on private property.

This plan will serve as a cohesive guide to the LCTC in implementing infrastructure in accordance with the adopted Lassen County Electric Vehicle Charging Master Plan.

Task Deliverables
Draft Plan
Public Review – list of comments
Final Plan that includes Implementation Plan, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 9: Board Review/Approval

The Consultant Team will present the Final Plan to the Board of Supervisors for approval.

Task Deliverables
PDF of the final Electric Vehicle Charging Master Plan
Presentation material for Board presentation
Board meeting minutes

Exhibit B

California Department of Transportation
Sustainable Transportation Planning Grant Program
COST AND SCHEDULE

Grant Category		Sustainable Communities Planning Competitive																																	
Grant Fiscal Year		FY 2025-26																																	
Project Title		Lassen County Electric Vehicle Charging Master Plan																																	
Organization (Legal name)		Lassen County Transportation Commission																																	
Disclaimers		Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator (posted on-line)																																	
Reimbursements/ Invoicing		Does your agency plan to request reimbursement for indirect costs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																	
Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2025/26					FY 2026/27					FY 2027/28																			
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
01	Project Administration <small>(no more than 5% of total grant funds)</small>	\$7,525	\$975	\$0	\$8,500																														
02	Consultant Procurement	\$4,427	\$574	\$0	\$5,000																														
1	Stakeholder Coordination	\$4,427	\$574	\$0	\$5,000																														
2	Stakeholder Advisory Committee	\$4,427	\$574	\$0	\$5,000																														
3	Public Outreach	\$13,280	\$1,721	\$0	\$15,000																														
4	Existing Conditions	\$18,149	\$2,351	\$0	\$20,500																														
5	Feasibility and Siting Analysis	\$44,265	\$5,735	\$0	\$50,000																														
6	Infrastructure Analysis	\$30,986	\$4,015	\$0	\$35,000																														
7	Economic Analysis	\$28,330	\$3,670	\$0	\$32,000																														
8	Draft and Final Plan	\$12,394	\$1,606	\$0	\$14,000																														
9	Board Review/Approval	\$2,656	\$344	\$0	\$3,000																														
Totals		\$170,863	\$22,137	\$0	\$193,000																														

Note: Tasks 01 and Task 02 performed by LCTC

Exhibit C

LASSEN COUNTY TRANSPORTATION COMMISSION STANDARD AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of XXXXXX, 20XX, at Sacramento, California, by and between the Lassen County Transportation Commission (hereinafter "LCTC"), through its duly appointed Chief Executive Officer, and [Insert Full Legal Name of Entity and Entity Type (Corporation, LLC or Partnership)] (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. LCTC desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

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

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

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

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to LCTC that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by LCTC. LCTC is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by LCTC shall be made as set forth in Exhibit "A." The total amount to be paid to Contractor under this Agreement shall not Exceed [INSERT CONTRACT AMOUNT] (\$ _____), unless expressly authorized in writing by the LCTC Chief Executive Officer. In no instance shall LCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Invoicing, Costs and Payment:

a. Contractor shall submit monthly invoices in arrears to LCTC no later than the 15th of each month and in accordance with the Scope of Work. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor shall submit written invoices by mail in *triplicate* to the LCTC. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by LCTC of any circumstances or data identified by LCTC in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after LCTC approval of each billing; however, LCTC, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by LCTC of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LCTC, in its opinion, to substantiate billings. Attached as Exhibit C is a list of LCTC's required supporting documentation for all consultant and subcontractor invoices. LCTC reserves the right to withhold payment of disputed amounts.

b. Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of LCTC. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit LCTC to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services

and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

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

b. If LCTC issues a notice of termination:

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

(2) Contractor shall deliver to LCTC copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) LCTC shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to LCTC for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LCTC shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LCTC.

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

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

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

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

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

- a. LCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by LCTC that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit LCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

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

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

POLICY

MINIMUM LIMITS OF LIABILITY

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

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

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

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

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by LCTC.
 - d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to LCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to LCTC, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to LCTC of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "LCTC and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
 - e. Certified Copies of Policies: Upon request by LCTC, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
 - f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude LCTC from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. LCTC or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide LCTC or its designee with any relevant information requested and shall permit LCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.
 - b. If so directed by LCTC upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to LCTC as depository.

17. Project Manager:

LCTC's point of contact for this Agreement is John Clerici, unless LCTC otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the LCTC Executive Secretary at the following address:

John Clerici, Executive Secretary
Lassen County Transportation Commission
PO Box 1028
Susanville, CA 96130
jlfclerici@gmail.com

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

[Insert Project Manager Name and Title]
[Insert Contractor Company Name]
[Insert Contractor Mailing Address]
Insert Phone Number]
[Insert Email Address]

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

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

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

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

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures LCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to,

those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is LCTC's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. LCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants

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

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees,

contractors and consultants. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

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

violations.

- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

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

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

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with LCTC's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with LCTC or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify LCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.
- b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by LCTC, as provided for in the Conflict of Interest Code for LCTC, shall promptly file economic disclosure statements for the disclosure categories determined by LCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
- c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."
- d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For

breach or violation of this warranty, LCTC shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

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

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

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

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

33. Ownership; Permission:

a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LCTC, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to LCTC upon request.

b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) LCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless LCTC and its directors, officers, employees, and

agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

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

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

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

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

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

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

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

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

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

b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition,

repair, or maintenance of public works, shall contain all of the provisions of this Section.

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

(Signature Page to Follow)

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

LASSEN COUNTY TRANSPORTATION COMMISSION

[NAME AND TITLE]

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to LCTC

[INSERT FULL LEGAL NAME OF CONTRACTOR]

[NAME AND TITLE]