



TRANSPORTATION AUTHORITY OF MARIN

REQUEST FOR QUALIFICATIONS/PROPOSAL

DATE ISSUED: JANUARY 8TH, 2020

MARIN COUNTY US 101 BUS ON SHOULDER FEASIBILITY STUDY

QUALIFICATION/PROPOSAL PACKAGES DUE: FRIDAY, FEBRUARY 7TH, 2020 BY 5:00 P.M.

**Transportation Authority of Marin
900 Fifth Avenue, Suite 100
San Rafael, CA 94901**

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REQUEST FOR QUALIFICATIONS/PROPOSALS**

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**TRANSPORTATION AUTHORITY OF MARIN
REQUEST FOR QUALIFICATIONS/PROPOSALS**

MARIN COUNTY US 101 BUS ON SHOULDER FEASIBILITY STUDY

SECTION 1 – INFORMATION & BACKGROUND

The Transportation Authority of Marin (TAM) is the Congestion Management Agency (CMA) for Marin County and the Transportation Sales Tax Authority established to address Marin's unique transportation issues, and to fulfill the legislative requirements of Propositions 111 and 116, approved in June 1990. TAM also administers funds raised by the County's Measure AA transportation sales tax approved by voters in 2018 and the voter approved Measure B - Vehicle Registration Fee. The TAM Board includes representatives from each city and town in Marin County, plus the five members of the County Board of Supervisors. TAM is responsible for implementing various transportation programs and projects on and off the state highway system.

TAM is seeking qualified consultants to develop a feasibility study for part-time bus operations on the shoulder of US 101 in Marin County. Bus on Shoulder is a proven concept to improve transit reliability and speed according to recent FHWA guidance, and the study will be used to assess feasibility of a pilot project on Highway 101 in Marin County as part of a system of enhancements planned for the corridor. The study will identify the proposed location(s) of bus on shoulder facilities in the county, preferred operational concept, and will quantify potential user benefits and improvement costs.

US 101 in Marin County provides the only continuous north south connectivity in Marin County, and carries over 200,000 vehicles per day¹. Recurring delay in the corridor reaches 3,860 vehicle hours in the corridor during the AM peak². As the 21st most congested corridor in the bay area in 2017, transit travel times in the corridor degrade substantially in the southbound AM peak, and reliability of transit service suffers. Congestion is forecasted to increase in the AM southbound direction from 2536 vehicle hours delay (2015), to 3,028 in 2040 with a corresponding increase from 6470.6 Vehicle Hours Traveled (VHT) today to 7279.7 VHT by 2040. The reverse commute delay is also expected to grow by an increase of 96% in the northbound direction during this same time period. With 2017's Plan Bay Area 2040 showing that Marin County will have the highest per capita VMT of all bay area counties by 2020, providing a travel time savings is key to supporting transit. Additionally, this growing delay would increase transit costs to operate in the corridor for our most transit dependent populations.

US 101 in Marin County is unique with existing in-line bus stops on the shoulder of the highways, providing connectivity to local transit routes and park and ride opportunities. However, between these bus stops, bus travel times degrade due to the need for buses to merge in with congested mixed flow traffic. Connecting these existing in-line bus stops with bus-on shoulder will decrease transit travel times

¹ <http://www.dot.ca.gov/trafficops/census/>

² <http://www.vitalsigns.mtc.ca.gov/time-spent-congestion>

in the corridor, favorable competing with auto travel times and providing an attractive transit service to reduce single occupancy vehicles (SOV's) in the corridor.

Overall Project Objectives

- Reduce transit travel times
- Improve transit competitiveness with automobile
- Serve low income communities
- Reduce transit operations costs in the corridor
- Increase corridor person throughput
- Determine cost effectiveness in terms of transit travel time benefits achieved, transit ridership and capital costs
- Maintain or improve CHP's enforcement ability on Highway 101
- Maintain or improve safe operations in the corridor

TAM intends to gather stakeholder agencies, including transit operators Marin Transit and Golden Gate Bridge, Highway and Transit District, California Highway Patrol, the Metropolitan Transportation Commission, the Local Jurisdictions of San Rafael, Novato and the County of Marin, and Caltrans to inform this study and conduct public outreach to assess the potential for a pilot program in Marin County. Based on the outcome of this study, TAM and partner agencies will lead implementation and development of work supporting local and regional transit services in this corridor.

SECTION 2 – SCOPE OF SERVICES

It is TAM's intention to prepare a feasibility study to assess the potential for bus on shoulder operations on Highway 101 in Northern Marin County. Study area limits are approximately Mission Avenue in San Rafael to San Marin Avenue in Novato. TAM has been awarded a Caltrans Planning Grant for this effort, and all work must comply with Caltrans Grant Requirements. All work must be completed with final invoices submitted by February 28, 2022. TAM has established a budget for this work item of \$308,000.

The following tasks describe the elements that TAM expects to be included in the response to the request for proposals from the consultant. *However, in addition to the outline below the consultant is encouraged to submit a proposed approach that will suggest tasks that will more efficiently and effectively meet the needs of the project. Consultants are also encouraged to provide additional information within each task listed below that would add value to the process.*

Consultant must provide draft and final versions of all deliverables and provide a minimum 2 weeks of review by TAM and Partner agencies including Caltrans. The Consultant shall provide services to complete the following tasks as applicable:

1. Project Management:

The consultant's project manager will work closely with TAM's project manager to lead the team in the development of the feasibility study. The project manager will be the primary point of contact for the team and will be responsible for the delivery of the study in a cost-effective manner and within the agreed

delivery schedule. Project management will include, but is not limited to, developing and executing a project work plan, establishing a project file system compatible with TAM’s file system to capture all project materials and deliverables, attending and documenting project meetings, providing quality control of deliverables, managing project budget and invoicing, leading discussions at staff level and public meetings (including TAM Board and Transit District or city council meetings), and other miscellaneous project administrative responsibilities.

In addition to this role the consultant is expected to conduct or participate in the following activities as noted:

- 1.1. Project kick off meeting – TAM and Consultant will hold a kick-off meeting with partner agencies and Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.
Responsible Party: TAM/Consultant
- 1.2. Staff Coordination - Monthly face-to-face project team meetings with Project Partners to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.
Responsible Party: TAM/Consultant
- 1.3. Technical Advisory Committee – TAM’s consultants will convene project stakeholders to serve as a technical advisory committee and provide regular ongoing input on the study. The TAC would meet Monthly or as needed during the course of the study. Caltrans staff will be invited to the TAC meetings. Other interested parties such as community groups or bicycle and pedestrian advocacy groups will be coordinated with individually as necessary during the project. TAC Agenda and Meeting notes will be developed by the consultant.
Responsible Party: TAM/Consultant

Task	Deliverable
1.1	Meeting Notes
1.2	Monthly Meetings Notes
1.3	TAC Meeting Agenda and Notes

2. Public Outreach

Note: All meetings will be publicly noticed to ensure maximum attendance. All public notices will be in English, Spanish and Vietnamese. Other languages were offered upon request. TAM staff reviewed MTC Title VI requirements for public outreach and consulted *MTC’s Plan for Special Language Service to Limited English Proficient Populations (June 2019)* for determining translation services needs for Marin County. Spanish translators and sign language interpreters will be present as necessary at all workshops. Vietnamese translators will be made available upon request.

- 2.1. Public Outreach plan – prior to public outreach events, consultant will develop an outreach plan to determine outreach efforts and format for community outreach, small design workshops, public workshops, and rider surveys.
Responsible Party: Consultant

- 2.2. Conduct Community outreach – retain community-based organizations and conduct community outreach at local events and meetings. Facilitation of small design workshops to aid service frequency and route determinations, as well as access to bus stops in the corridor.
Responsible Party: Consultant
- 2.3. Community Meetings – Public workshops. Conduct 3-4 community workshops. The workshops will introduce the project to the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to shape Tasks 3-6. Later workshops will present the project findings to the public and solicit opinions from the community to shape Task 6. Locations of the meetings will occur within San Rafael or Novato, with consideration given to locating the meeting at Pickleweed Park in San Rafael to accommodate local community of concerns residents.
Responsible Party: Consultant
- 2.4. Conduct Rider surveys – conduct on board survey of riders using transit routes in the corridor. This task will inform tasks 3-6 and provide input on transit services and access.
Responsible Party: Consultant
- 2.5. Public Outreach report –A public outreach report detailing the public outreach efforts undertaken and the comments and feedback heard will be developed to document public outreach efforts.
Responsible Party: Consultant

Task	Deliverable
2.1	Public Outreach Plan
2.2	Community outreach campaign and workshop materials, Notes
2.3	PowerPoint Presentations and Materials, Workshop Summary, Photos
2.4	Survey Tool and Survey Results Memo
2.5	Public Outreach Report

3. Existing Conditions Analysis

- 3.1. Data Gathering – Coordinating with partner agencies to gather travel information for the project corridor including mainline and ramps volumes, delay information and travel reliability information. Detailed transit information including; transit services operating in HOV and general purpose lanes, current travel times, reliability information, recurring delay, O&M costs, ridership information and boarding/alighting information for existing in-line transit stops will be required. Transit vehicle fleet information will also be required to assess operations and potential improvements. Planned projects will be identified for the corridor including scope of improvements, estimated costs and travel benefits. Station access including Park and Ride locations and bike and pedestrian access to stations will also be included as part of the baseline analysis.
Responsible parties: Consultant

3.2. Peer Systems Review – Conduct a review of Bus on Shoulder corridors in the US and provide an overview of the current status of Bus on Shoulder Development in California. Provide an analysis of the applicability of these systems for the US 101 corridor to support Task 4.

Responsible parties: Consultant

3.3. Develop Existing Conditions report – develop an existing conditions report identifying areas for improvement. The existing conditions report will include:

- Roadway cross sections – determine current highway lane configurations to inform potential for lane reconfiguration in narrow ROW areas.
- Shoulder structural sections – Determine current structural sections of highway pavement to inform required improvements for bus on shoulder operations.
- Drainage systems – determine current location and drainage facilities to inform required improvements for bus on shoulder operations. Provide plan sheets showing drainage features
- Horizontal and Vertical clearance and operations envelope – Assess vertical clearance conditions to operate transit vehicles on shoulders. Provide plan sheets showing horizontal and vertical features.

Responsible parties: Consultant

Task	Deliverable
3.1	Corridor Existing Data Memo
3.2	Peer Systems Review Memo
3.3	Existing conditions report

4. Pilot Project Analysis

4.1. Develop Concept Plan - Based on the existing conditions determined in task 3, identify potential improvements to the roadway necessary to operate a bus on shoulder pilot project. During the development of these improvements, consider development of auxiliary lanes to support operations of the highway where feasible. Identify any station access, enforcement areas and park and ride improvements necessary for operations of a pilot program.

4.2. Freeway Operational Analysis – Based on existing conditions, prepare a freeway operations assessment that analyzes existing and proposed freeway mainline and weaving levels-of-service. Compare travel speeds in existing and future mixed flow and HOV lanes with future BOS lanes.

4.3. Develop Pilot Operations Plan – based on the existing conditions determined in task 3 and freeway operations, develop an operations plan that addresses the following areas:

- Freeway segments that are cost effective and operationally beneficial to a BOS project
- Transit routes, services and frequency levels that could use the BOS
- Hours of operations of the bus on shoulder and allowable vehicle types
- Bus on shoulder speed restrictions, considering speed differentials between lanes
- Roadway signs, striping and message signs in support of the BOS hours of operation

- Lane transitions and bus merging specifically including solutions that can be addressed with or without ramp metering in the corridor
- Vehicle breakdowns
- Debris and shoulder maintenance
- CHP enforcement
- Bus Driver Training

Meet with Caltrans district staff for Caltrans internal Functional Review of bus on shoulder operations and design.

Responsible parties: Consultant

Task	Deliverable
4.1	Initial Concept Report
4.2	Highway Operations Report
4.3	Pilot Operations Report

5. Corridor Travel Behavior and User Benefits Report

5.1. Prepare Assessment methodology – Prepare a methodology for developing potential travel benefits in the corridor. This may include Travel Demand Modeling and/or applicable simulation tools to assess the potential benefits or impacts of proposed improvements identified in task 4. The methodology will allow for input from the TAC on:

- travel time savings,
- ridership benefits and growth of ridership
- operational benefits for transit and highway users,
- transit and roadway reliability changes,
- person throughput of the corridor,
- Vehicle Miles traveled reduction and GHG emissions reduction

Responsible parties: Consultant

5.2. Travel benefits analysis – based on the methodology developed under task 5.1, conduct model runs or traffic simulations for initial proposed improvements. Identify which corridor segments would benefit from bus on shoulder lanes. Assess the benefits to operations of the highway including any potential for adverse impacts related to travel time and reliability for other users in the corridor. Assess the benefit and/or impacts to low income and minority populations in the corridor. Based on the initial results, refine concept operations and improvements based on input from TAC.

Responsible parties: Consultant

5.3. Corridor Travel Behavior and User Benefits Report – based on tasks 5.1. and 5.2 develop a draft Travel Behavior and User Benefits Report.

Responsible parties: Consultant

Task	Deliverable
5.1	Assessment Methodology Report
5.2	Travel Benefits Analysis Results

5.3	Corridor Travel Behavior and User Benefits Report
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6. Feasibility Study

- 6.1. Capital costs – determine conceptual cost estimates for capital costs including professional development and related activities to develop a pilot project in the corridor.
Responsible parties: Consultant
- 6.2. O&M costs - determine estimated operations and maintenance costs including debris removal and shoulder maintenance costs.
Responsible parties: Consultant
- 6.3. Benefit/Cost Analysis - determine estimated capital and operational cost-benefit assessment associated with a BOS project.
Responsible parties: Consultant
- 6.4. Develop Highway systems plan – determine current schedule of planned projects for highway corridor, costs and travel benefits expected from planned projects.
Responsible parties: Consultant
- 6.5. Determination of initial segment for operation – work with project partners to determine an initial segment for operation or phased approach to implementing bus on shoulder. Meet with Caltrans district staff for Caltrans internal Functional Review as necessary.
Responsible parties: Consultant
- 6.6. Determine Next Steps –with Caltrans, stakeholder and public outreach input, identify the next steps, potential funding programs, and proposed timeline for a potential pilot project.
Responsible parties: Consultant
- 6.7. Develop Draft and Final draft Feasibility Study – based on Task 2-6, develop a draft feasibility study for TAC review and Final Draft Feasibility Study,
Responsible parties: Consultant
- 6.8. Committee and Board Presentations – Present the Final draft report to the TAM Executive Committee and Board of Commissioners and Partner Agencies boards for acceptance.
Responsible parties: Consultant

Task	Deliverable
6.1	Capital Costs Analysis Memo
6.2	O&M Costs Memo
6.3	Benefit/Costs Analysis Memo
6.4	Highway Systems Plan
6.5	Initial Segment of Operations Memo
6.6	Next Steps Memo
6.7	Draft and Final Draft Feasibility Study
6.8	Presentations to Boards

7. Fiscal Management

- 7.1. Invoicing - Submit complete invoice packages to TAM based on milestone completion—at least quarterly, but no more frequently than monthly. Each invoice should include dates of service, and narrative for progress reports. Consultants must follow travel expense

requirements as determined by Caltrans District 4 and included as **Attachment B** to this RFP/Q.

Responsible Party: Consultant

- 7.2. Quarterly reports - Submit quarterly reports to TAM staff providing a summary of project progress and expenditures. Each quarterly report should include dates of service, and narrative for progress reports.

Responsible Party: Consultant

Task	Deliverable
8.1	Invoice Packages
8.2	Quarterly Reports

SECTION 3 – RFQ/RFP SUBMITTAL REQUIREMENTS

1. *Qualification Statement:* Submit five (5) hard copies and one PDF file of your qualifications. The qualification package (excluding resumes and the transmittal letter) shall not exceed a total of 50 double-sided, 8.5” x 11” pages. Any 11x17 pages should be limited in use and will count as two pages to the page limit. The qualification statement will be of sufficient quality to show your basic approach to the work. Resumes should be included in an appendix that will not count towards the page limit.
2. *Transmittal Letter:* The qualification statement shall be transmitted with a cover letter describing the firm’s/team’s interest and commitment to the proposed project. The letter shall state that the qualification statement shall be valid for a 90-day period and should include the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with TAM shall sign the cover letter.
3. *Qualifications and Experience:* The qualification statement shall provide the qualifications and experience of the consultant(s). Please emphasize the specific qualifications and experience of key members of the team in providing the requested services. Identify the position or role key team members provided during the delivery process. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of TAM
4. *Project Understanding:* The qualification statement should describe your understanding of the scope of work and your approach to meeting the task objectives outlined in this RFQ/RFP. Discuss how the services would be performed and what deliverables would be submitted.
5. *Management Plan and Schedule:* This section of the qualification statement shall provide an example of the firm’s/team’s management plan for a similar project providing similar services, including staff proposed and their availability to perform the work identified in this RFQ/RFP. For the qualification statement, develop a proposed schedule, identifying major project milestones and the anticipated duration for each activity.

6. *References:* The qualification statement should provide a minimum of three references (including contact names and current phone numbers) that indicate the ability of your firm to successfully deliver this project.
7. *Cost Proposal:* In a separate sealed envelope labeled cost proposal, please provide a firm Fixed Price for all tasks and subtasks identified in Section 2 of this RFP. This Project Budget is to include all salary, fringe benefits, overhead, fees, and all other expenses incurred. Include expected billing rates for staff assigned to the contract and provide a listing of your latest hourly rates by job class. This cost proposal should align with the proposed schedule tasks, sub tasks and durations identified in the management plan.
8. *Professional Services Contract:* Indicate your willingness to accept the terms and conditions in attached sample contract, including your ability to comply with TAM's insurance requirements, any conflict of interest, or list those to which you take exception, and, as appropriate, provide proposed alternate wording. Note that it is not TAM's intent to make substantial changes to the attached sample contract.

Submittal Procedure

The qualification packages shall be submitted in accordance with the following requirements:

1. The qualification/proposal packages shall be transmitted with a cover letter as described above.
2. The qualification/proposal packages shall be addressed to:

Derek McGill
Transportation Authority of Marin
900 Fifth Avenue, Suite 100
San Rafael, CA 94901

3. The qualification/proposal packages shall be dispatched in order to be received at the above address no later than 5:00 p.m., Friday, February 7th, 2020. Late qualification packages will not be accepted.
4. Questions pertaining to this RFQ/RFP or the Scope of Services should be directed in writing via email to: Derek McGill - dmcgill@tam.ca.gov

TAM will make every effort to provide individual responses to all written questions submitted and will not respond to questions posed by any means other than e-mail. Responses to technical questions may take up to two working days and all responses (with questions) will be posted on TAM's website: www.tam.ca.gov under the RFP/RFQ section.

SECTION 4 – METHOD/CRITERIA FOR SELECTION

The following criteria will be used to evaluate qualification packages and to select a consultant team:

1. Qualifications and availability of the firm(s), the designated project manager and key staff; 30%
2. Demonstrated experience working with Caltrans procedures on innovative roadway and/or transit projects; 30%
3. Demonstrated experience working with transit agencies on multimodal transit corridor plans; 20%
4. Overall approach to management of the work and demonstrated ability to meet the requirements of the RFP: 20%

A panel will be convened to evaluate the qualification statements and develop a ranking of the most qualified consultants. The panel may include representatives from TAM, Caltrans and other participating public agencies. Members of the panel will not be revealed prior to interviews.

It is expected the top ranked firms will be invited to be interviewed by the panel. Interviews of the most qualified teams are to be scheduled during the week of February 17th, 2020. The Project Manager and key team members are expected to attend the interview.

SECTION 5 – SELECTION PROCESS DATES

January 8th	RFQ/RFP released
January 24th	Final day for Submittal of Questions
February 7th	Qualification/Proposal Packages Due
February 18-20th	Interviews (tentative)
February 28th	Finalize Contract Negotiations
March 26th	TAM Board Award Contract

SECTION 6 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

TAM is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to TAM’s construction, procurement, and professional services activities. To this end, TAM has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with TAM in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with TAM, the Contractor hereby makes the following assurance and agrees to include this assurance in any Agreements it makes with subcontractors in the performance of this contract: “The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as TAM deems appropriate.”

TAM implements the DBE policy in accordance with DOT regulations, **and no contract specific DBE participation goal has been established for this contract.** However, Proposers shall cooperate with TAM in meeting its commitments and objectives about ensuring nondiscrimination in the award and administration of Authority Contracts and shall use its best efforts to ensure that barriers to DBE's participation do not exist. By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms. For DBE questions and assistance, contact Bill Whitney, DBE Officer, at (415) 226-0823 or bwhitney@tam.ca.gov.

SECTION 7 - GENERAL TERMS AND CONDITIONS

1. **Conflicts of Interest.** The proposer shall disclose any currently known or potential conflicts of interest with TAM, the State Department of Transportation, the Metropolitan Transportation Commission, the County of Marin, and the Federal Highway Administration. The proposer's signature affixed to and dated on the cover letter shall constitute a certification, under penalty of perjury under the laws of the State of California, that the proposer declares that the proposer is not currently, and will not during the performance of any services for TAM, participate in any other work involving a third party with interests currently in conflict or likely to be in conflict with TAM's interests without TAM's approval.
2. **Amendments to RFP/Q.** TAM reserves the right to amend or cancel this RFP/Q by addendum before the final submittal due date. Revisions to the RFP/Q shall be posted on the TAM web page at least one full business day prior to the deadline for submittal of responses. It is the responsibility of each proposer to check the Web site for any revisions related to this RFP/Q. The proposers shall each confirm in the transmittal letter of its response the receipt of all addenda issued to this RFP/Q.
3. **Non-commitment of TAM.** This RFP/Q does not commit TAM to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
4. **Confidentiality.** Before award of the contract, all responses to this RFP/Q will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all responses) all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the responses confidential will be regarded as non-effective and will be disregarded.

EXHIBIT A - TAM STANDARD CONTRACT

Contract Log # _____

**CONTRACT BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
_____CONSULTING**

THE ABOVE-REFERENCED CONTRACT (this “**Contract**”) is made and entered into effective as of the _____ day of _____, 20__ (the “**Effective Date**”) by and between the TRANSPORTATION AUTHORITY OF MARIN a Joint Powers Agency (hereinafter referred to as “**TAM**”), and _____ Consulting, a _____ (hereinafter referred to as “**Consultant**”). TAM and Consultant are sometimes hereinafter referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

WHEREAS, TAM manages a variety of transportation projects and programs in Marin County, California; and

WHEREAS, TAM and Consultant desire to enter into an independent contractor relationship whereby Consultant shall perform for TAM certain services as set forth in **Exhibit A** attached hereto and hereby incorporated herein (collectively, the “**Services**,” which shall include, without limitation, all services, materials and other work product provided by Consultant hereunder), subject to the terms and conditions of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES

Scope of Work. Consultant agrees to provide the Services in a timely and professional manner, in accordance with the terms and conditions of this Contract. Subject to Sections 10 and 11, should Consultant retain the assistance of any other person or entity to perform the Services, Consultant agrees and warrants that each such assistant shall execute an agreement containing substantially identical terms as this Contract with regard to the obligations imposed on Consultant under this Contract. Consultant agrees that the scope of the Services may be modified by TAM at any time and for any reason. Consultant shall use its best professional skill and effort in performing the Services, which shall meet or exceed industry standards and Consultant shall complete each project, including any modifications by TAM thereto, on a timely basis.

This Contract is entered into by and between TAM and Consultant to document the funding conditions necessary for the recipient to comply with applicable law and Caltrans policies and conditions referenced in the Restricted Grant Agreement between Caltrans and TAM (**Exhibit B**). This Agreement (**Exhibit B**) consists of additional documents stated in these sections as being attached hereto and incorporated in the contract by reference.

Business Conflicts. Subject to Consultant’s compliance with the terms and conditions of this Contract, including without limitation Sections 14 and 15 below, Consultant may provide services for other parties, provided that the services provided by Consultant to third parties does not conflict with, and are not detrimental to, the interest of TAM. To ensure that Consultant does not provide services to third parties in a manner that conflicts with, or is detrimental to, the interests of TAM, Consultant shall fully and promptly disclose all possible conflicts to TAM.

2. ACCESS TO LANDS AND DATA

TAM guarantees access to and shall make provisions for Consultant to enter upon public and private lands as required to perform the Services. TAM shall make available all pertinent data and records for review by Consultant as required to perform the Services. TAM shall provide Consultant with general bid and contract forms and special provisions formats as necessary.

3. FEES AND PAYMENT SCHEDULE

The fees (the "**Fees**") and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit A**. The Fees shall remain in effect for the Term (as hereinafter defined) of the Contract. Consultant agrees that Consultant shall not be entitled to any compensation whatsoever other than the Fees for the performance of the Services under this Contract or from TAM's use of any Work Product (as hereinafter defined) related to, based on or derived from the Services. Consultant shall provide TAM with Consultant's Federal Tax I.D. number prior to submitting the first invoice.

TAM shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. TAM shall pay Consultant all proper invoice charges within thirty (30) days of TAM's receipt of an invoice that complies with **Exhibit A**. Consultant's final invoice must be submitted within thirty (30) days of completion of the Services.

4. MAXIMUM COST TO TAM

In no event will the Fees for the Services to be provided herein exceed the maximum sum of _____ dollars (\$____,000.00) total, including direct non-salary expenses.

5. TERM OF CONTRACT

This Contract shall commence on the Effective Date and shall terminate _____ (____) months from that date (the "**Term**").

6. INSURANCE

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the TRANSPORTATION AUTHORITY OF MARIN as an additional insured. Each certificate of insurance must be current on the Effective Date and if scheduled to lapse prior to the end of the Term, must be automatically updated before final payment may be made to Consultant. Each certificate of insurance and required endorsement shall be furnished to TAM prior to Consultant's commencement of the Services. Each certificate shall provide for thirty (30) days advance notice to TAM of any cancellation in coverage, except for cancellation due to non-payment of premium, in which case the certificate shall provide for ten (10) days advance notice to TAM. Said policies shall remain in force through the Term and shall be payable on a per occurrence basis only, except those required by Sections 6.4.a. and 6.4.b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Failure to provide and maintain the insurance required by this Contract shall constitute a material breach of the Contract. In addition to any other available remedies, TAM may suspend payment to Consultant for any Services provided during any time that insurance was not in effect and until such time as Consultant provides adequate evidence that Consultant has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit C** attached hereto. A request for a waiver of the insurance requirements must specify whether Consultant is requesting reduced amounts of coverage or requesting to have a particular type of coverage waived entirely.

6.1 GENERAL LIABILITY

Consultant shall maintain a commercial general liability insurance policy in an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence. TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.3 WORKERS' COMPENSATION

Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Consultant has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to self-insure shall be provided to TAM prior to commencement of the Services.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.4 OTHER INSURANCE

Consultant may be required to carry additional insurance based upon the nature of the work to be performed (the Services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims made policies must have a retroactive date either prior to the Effective Date or the beginning of the work in the Contract. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of the work in the Contract or end of the Term, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claim made policy with a retroactive date prior to the Effective Date, Consultant must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of the work in the Contract. Consultant shall maintain a policy limit of not less than One Million Dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed *Two Thousand Five Hundred Dollars (\$2,500) unless approved by TAM in writing.

6.4.a. Professional Liability Insurance..... (check box if required)

*Deductibles greater than Two Thousand Five Hundred Dollars (\$2,500) require Insurance Reduction/Waiver form (Exhibit C) to be completed.

6.4.b. Maritime Insurance..... (check box if required)

Consultant's general liability and/or professional liability insurance may be provided, in part, by self-insurance as long as Consultant provides either (1) evidence to TAM that Consultant has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) Consultant's general insurance reserves are adequate to provide the necessary coverage and TAM may conclusively reply thereon, or (3) if Consultant has a deductible of One Hundred Thousand Dollars (\$100,000) or more, TAM shall have the same benefits and protections as if Consultant carried insurance with a third party insurance company, satisfying the insurance requirements within this Contract.

7. REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION

7.1 Representations and Warranties. Consultant hereby represents or covenants, as applicable, and warrants that it, and each of its directors officers, employees, members, managers, partners, permitted consultants, contractors, agents, successors, heirs, representatives, beneficiaries, administrators, executors, trustees, affiliates, permitted assigns and/or representatives (each and all, "Consultant" for the purposes of Section 7, 14 and 15): (i) is not a party to any agreement – and does not have any interest or obligation – that will limit, interfere, or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder; (ii) shall not, during the Term and thereafter, make any commitment or obligation or engage in any activity that will limit, interfere or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder, without obtaining TAM's express prior written approval; (iii) shall not infringe any and all right, title and interest, including, but not limited to, any and all patent rights, mask work rights, copyrights, moral rights, trade secret rights, trademark rights, including any and all supplements, enhancements, modifications, translations and derivative works thereto, whether now known or hereafter devised, industrial property rights, all other intellectual property rights and property rights of any nature whatsoever, and any and all renewals of the foregoing (separately and collectively, "**Proprietary Rights**") of TAM or any party in performing the Services or discharging any of Consultant's obligations hereunder; (iv) shall, at TAM's request, during the Term and thereafter, execute and/or verify any proper oath, assignment, application, specification or other document or instrument that TAM, its agents or attorneys (each a "**TAM Party**"), deems desirable or necessary to evidence or carry out this Contract's terms and conditions and/or compliance therewith; (v) shall use its best efforts to ensure that in performing the Services or fulfilling its obligations hereunder, Consultant does not in any way adversely impact TAM's reputation or goodwill; (vi) shall avoid deceptive, misleading, or unethical business practices; and (vii) shall comply with all applicable laws and governmental regulations in performing the Services and fulfilling its obligations hereunder.

7.2 Indemnity. Pursuant to CA Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold TAM, its employees, officers and agents harmless from all liabilities arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant.

8. NONDISCRIMINATORY EMPLOYMENT

Consultant and/or any permitted sub-consultant shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any permitted sub-consultant understands and agrees that Consultant and/or any permitted sub-consultant is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

9. DRUG-FREE WORKPLACE POLICY

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TAM's premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns will be deemed a material breach of this Contract.

10. SUBCONTRACTING

Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior express written approval of TAM except for any subcontract work identified and expressly authorized by TAM herein. If Consultant hires a sub-consultant under this Contract, Consultant shall require sub-consultant to provide and maintain insurance coverage identical to what is required of Consultant under this Contract and shall require sub-consultant to name Consultant as additional insured under each policy in accordance with this Contract. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its sub-consultant and shall forward to TAM evidence of same.

11. ASSIGNMENT

The rights, responsibilities and duties under this Contract are personal to Consultant and may not be transferred or assigned without the express prior written consent of TAM. Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing. Subject to the foregoing restrictions, this Contract shall be binding upon, and inure to the benefit of, the Parties and their respective, heirs, administrators, executors, trustees, successors and permitted assigns.

12. LICENSING AND PERMITS

Consultant shall, at its sole expense, maintain all required government and other regulatory licenses throughout the Term of this Contract. Consultant shall also, at its sole expense, obtain any and all permits which might be required to perform the Services.

13. BOOKS OF RECORD AND AUDIT PROVISION

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be kept in accordance with generally accepted accounting practices. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the end of the Term or earlier termination of this Contract. Consultant will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Consultant shall promptly refund to TAM any monies erroneously charged to TAM.

14. CONFIDENTIALITY

14.1 Confidential Information. Consultant agrees that during the Term of this Contract, and thereafter, Consultant shall keep TAM's Confidential Information (as hereinafter defined) confidential and shall not, directly or indirectly, on behalf of Consultant or any third party, use divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information, except as expressly provided herein solely for TAM's benefit. "**Confidential Information**" means any confidential, trade secret or other proprietary information (in whatever form or media, and whether or not marked as confidential) disclosed by TAM to Consultant under this Contract (including, without limitation, any reproductions or copies thereof), except information that the Consultant clearly proves to TAM: (a) is public knowledge at the time of disclosure, (b) was known by the Consultant before disclosure by TAM, or becomes public knowledge or otherwise known to the Consultant after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the Consultant by persons without access to Confidential Information of TAM. Confidential Information shall include, without limitation, the following categories of information: any and all nonpublic information relating to TAM, methodologies, data, databases, know-how, procedures, techniques, tutorials and processes of TAM, services rendered or deliverables furnished by TAM, financial and operational information, and other matters relating to the operations or projects of TAM including traffic data and traffic studies, information relating to actual or potential clients and/or client lists, client requirements, forecasts and projections, accounting, finance or tax information, pricing information, and the terms of this Contract.

14.2 Protection and Disclosure of Confidential Information. The Consultant shall exercise at least the same degree of care and protection with respect to the Confidential Information of TAM that it exercises with respect to its own Confidential Information, but in no event shall the Consultant exercise less than a reasonable standard of care, and in addition shall not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of TAM except to the extent expressly permitted in writing by TAM. Notwithstanding the above, the Consultant may disclose Confidential Information of TAM to the employees and agents of the Consultant who have a bona fide need to know and to third parties if so required by law (including court order or subpoena), provided that such disclosure is

made in accordance with the terms of Section 14.3. Consultant acknowledges that breach of this Section will cause irreparable harm to TAM entitling TAM to injunctive relief, among other remedies.

14.3 Notification Obligation. If the Consultant becomes aware of any unauthorized use or disclosure of the Confidential Information, the Consultant shall promptly and fully notify TAM of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Consultant or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, the Consultant shall not disclose the Confidential Information without providing TAM at least twenty-four (24) hours prior written notice of any such request or requirement so that TAM may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. Notwithstanding the foregoing, the Consultant shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with TAM to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

14.4 Restricted Storage and Access. Consultant shall access Confidential Information that is stored electronically only via TAM's computers, and shall access Confidential Information only while Consultant is at TAM's offices, unless otherwise expressly authorized by TAM in writing. If Consultant wishes to store Confidential Information electronically, Consultant may only store such Confidential Information on TAM's computers located at TAM's offices. Under no circumstances shall Consultant copy Confidential Information onto non-TAM computers or other equipment not owned by TAM without the express prior written consent of TAM. Consultant shall not remove any Confidential Information from TAM's offices without the express prior written consent of TAM. TAM reserves the right, in its sole discretion, to revoke any authorization or consent given hereunder.

14.5 Mutual Cooperation. Each Party shall notify and cooperate with the other Party in enforcing TAM's rights if such Party becomes aware of a threatened or actual violation of TAM's confidentiality requirements by a third party. Upon reasonable request by TAM, the Consultant shall provide copies of the confidentiality agreements entered into with its agents or independent contractors relating to this Contract.

14.6 Return of Confidential Information. Upon the termination or expiration and non-renewal of this Contract or upon the request of TAM, Consultant shall either promptly return the Confidential Information, and any and all reproductions and copies thereof, to TAM or destroy all such Confidential Information, and Consultant shall sign an affidavit certifying to TAM under penalty of perjury that all such Confidential Information in Consultant's possession has been returned or destroyed.

15. WORKS FOR HIRE

15.1 Work Product. Consultant acknowledges and agrees that the Proprietary Rights in and to any and all studies, deliverables, inventions, ideas, improvements, know-how, designs and discoveries, whether or not patentable and whether or not reduced to practice, patents, trademarks, trade secrets, original works of authorship (including, but not limited to, all algorithms, HTML, Java files and associated data, graphic materials, illustrations, creative writings, written information, photographs, product documentation, flow charts, databases, developments, processes, techniques, formulae, technology, drawings, marketing, advertising, product plans, reports, specifications, technical data, any computer program (source code and object code), research, schematics, prototypes, models and products) made, conceived and/or created by Consultant, whether solely or jointly with others that: (i) is developed in whole or in part on TAM's time or using TAM's computers, equipment, supplies, facilities or Confidential Information; (ii) results from, or is suggested by, any task or project assigned to Consultant under this Contract, the Services or the fulfillment of Consultant's obligations under this Contract; or (iii) relates in any manner to the actual or reasonably anticipated project, work, research and/or operations of TAM (separately and collectively, "**Work Product**"), is solely owned by, and belongs to, TAM. Consultant expressly acknowledges and agrees that all such works of authorship are "works made for hire" as defined in the U.S. Copyright Act and belong exclusively to TAM to the fullest extent permitted under applicable law. Consultant

hereby waives and shall not assert any and all moral rights Consultant may have to such works of authorship, which may inure to Consultant under the laws of any nation.

15.2 Assignment of Work Product. If Work Product, or any part thereof, is for any reason deemed not to constitute works made for hire owned by TAM, or if Consultant should, by operation of law or otherwise, be deemed to retain any rights thereto, for good and valuable consideration, including without limitation the consideration recited herein, Consultant hereby grants, conveys, bargains, sells, assigns, transfers and delivers to TAM, its successors and assigns, any and all of Consultant's Proprietary Rights, in and to the Work Product. Consultant also expressly assigns to TAM all legal rights necessary for TAM to pursue any legal action against any third party arising out of or in connection with the Work Product assigned hereunder. Consultant shall cause Consultant's permitted successors and assigns to assign all Proprietary Rights in Work Product to TAM to the maximum extent permitted by law. Consultant covenants not to personally, or cause any third party to, infringe any of TAM's Proprietary Rights in or to the Work Product. Upon the request of TAM, its agents or attorneys (each a "**TAM Party**"), Consultant shall promptly execute further written assignments and any additional document a TAM Party, in its sole and absolute discretion, deems necessary to effect, record and/or perfect the transfer of rights, title and interest in and to the Work Product.

15.3 Disclosure of Work Product. Consultant agrees that in connection with any Work Product Consultant shall: (i) promptly disclose such Work Product in writing to TAM (which shall be received in confidence by TAM), to permit TAM to claim rights to which it may be entitled under this Contract, and (ii) if TAM requests, promptly execute any additional written assignment of title to TAM for any Work Product required to be assigned by this Section 15 and Consultant shall preserve any such Work Product as Confidential Information of TAM. If Consultant believes that Consultant is entitled to ownership, either in whole or in part, of any Work Product, Consultant shall immediately so notify TAM's Board in writing. Consultant shall preserve all Work Product as Confidential Information of TAM. Consultant expressly agrees and covenants to keep and maintain adequate and current written records of all Work Product. The records will be in the form of notes, sketches, drawings and any other format that may be specified by TAM and shall at all times be available to, and remain the sole property of, TAM.

15.4 Termination of Proprietary Rights. TAM and Consultant hereby acknowledge that certain Proprietary Rights in and to Work Product assigned to TAM hereunder may, under certain circumstances and after the assignment thereof to TAM, be terminated by Consultant in accordance with the provisions of the Copyright Act. The Parties further acknowledge that it is their intention that, if any such assignments are terminated by Consultant, TAM shall have the exclusive rights of first and last refusal with respect thereto, which right of first and last refusal shall be exercised as follows:

Until the expiration of a period of sixty (60) days following TAM's receipt of a valid notice of termination with respect to any such Proprietary Rights, Consultant shall not negotiate with any third party with respect to the grant, sale, assignment, license, or other transfer of the Work Product thereof. During said sixty (60) day period, Consultant shall negotiate in good faith and exert best efforts to reach an agreement with TAM for TAM's acquisition of such Proprietary Rights and/or Work Product. If TAM and Consultant fail to reach agreement by the end of said sixty (60) day period, Consultant shall be free to negotiate with third parties for the grant, sale, assignment, license, or other transfer of such Proprietary Rights and/or Work Product, only for terms and conditions more favorable to Consultant than those last offered by TAM.

If Consultant receives such a bona fide offer from a third party, which offer Consultant wishes to accept, Consultant shall notify TAM of the terms therein in writing and TAM shall have ten (10) days from its receipt thereof to notify Consultant that it desires to acquire the Proprietary Rights and/or Work Product subject to the terms of such offer. If TAM so notifies Consultant, such copyrights shall automatically vest in TAM and Consultant shall enter into a written agreement with TAM reflecting such terms and conditions promptly after Consultant's receipt of such notice. If TAM does not so notify Consultant and Consultant does not accept such third party offer, the foregoing procedures shall apply to any further offers

which Consultant receives and wishes to accept, including any offer containing identical terms and conditions rejected by Consultant, whether received by Consultant from the same or from a different third party.

15.5 Patent, Trademark and Copyright Registrations. Consultant agrees to assist any TAM Party, at TAM's expense, to secure TAM's rights in the Work Product and any Proprietary Rights relating thereto in any and all countries, including the disclosure to TAM of all pertinent information, written records and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other instruments that a TAM Party, in its sole discretion, deems necessary to apply for and obtain such rights. Upon the request of a TAM Party, Consultant shall promptly execute any and all applications for U.S. or foreign patent, trademark or copyright registrations regarding Work Product and execute any additional documents and do all other lawfully permitted acts to further the prosecution and issuance letters of registration thereon. Consultant hereby irrevocably appoints each TAM Party as Consultant's attorney-in-fact for the purpose of executing such registration applications, assignments and additional documents in Consultant's name and stead and with the same legal force and effect as if executed by Consultant.

16. TERMINATION / FORCE MAJEURE

- A. If Consultant fails to properly provide in any manner the Services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance hereunder, TAM may terminate this Contract by giving five (5) calendar days written notice to Consultant.
- B. Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming Party.
- C. Either Party may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent in accordance with Section 30.
- D. In the event of termination not due to the fault of Consultant, Consultant shall be paid for Services properly performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract including any and all amendments thereto.
- E. Upon receipt of termination notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Contract on the date specified by TAM and to minimize the liability of Consultant and TAM to third parties as a result of termination. All such actions shall be subject to the prior approval of TAM. Such actions shall include, without limitation:
 - i. Halting the performance of the Services and other work under this Consultant on the date(s) and in the manner specified by TAM.
 - ii. Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - iii. Terminating all existing orders and subcontracts.
 - iv. At TAM's direction, assigning to TAM any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, TAM shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - v. Subject to TAM's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
 - vi. Completing performance of any Services or work that TAM designates to be completed prior to the date of termination specified by TAM.

- vii. Taking such action as may be necessary, or as TAM may direct, for the protection and preservation of any property related to this Contract which is in the possession of Consultant and in which TAM has or may acquire an interest.
- F. In no event shall TAM be liable for costs incurred by Consultant or any of its sub-consultants after the termination date specified by TAM, except for those costs associated in compliance with the immediately preceding subsection (E). Non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under subsection (E).
- G. TAM's payment obligation under this Section shall survive termination of this Contract.

17. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

- A. Sections 14, 15, 17, and each other provision of this Contract that may be reasonably construed to survive termination hereof, shall survive termination or expiration of this Contract for any reason.
- B. Subject to the immediately preceding subsection (A), upon termination of this Contract prior to the expiration of the Term specified in Section 5, this Contract shall terminate and be of no further force or effect. Consultant shall transfer title to TAM, and deliver in the manner, at the times, and to the extent, if any, directed by TAM, any work in progress, completed work, supplies, equipment, and other materials produced as part of, or acquired in connection with the performance of this Contract, and any completed or partially completed work which, if this Contract had been completed, would have been required to be furnished to TAM. This subsection shall survive termination of this Contract.

18. RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that in the performances of the Services herein, Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of TAM. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all payroll withholding taxes, social security, and worker's compensation arising from or relating to Services. Consultant or any agent or employee of Consultant is liable for the acts or omissions of itself, its employees and its agents. Nothing in this Contract shall be construed as creating an employment or agency relationship between TAM and Consultant or any agent or employee of Consultant.

Any terms in this Contract referring to direction from TAM shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. TAM does not retain the right to control the means or the method by which Consultant performs work under this Contract.

19. PAYMENT OF TAXES AND OTHER EXPENSES

Should TAM, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Contract shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). TAM shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Consultant for TAM, upon notification of such fact by TAM, Consultant shall promptly remit such amount due or arrange with TAM to have the amount due withheld from future payments to Consultant under this Contract (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Contract, Consultant shall not be considered an employee of TAM. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in TAM's financial liability so that TAM's total expenses under this Contract are not greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant was not an employee.

20. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by TAM, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, equipment, or materials, and thereafter the unsatisfactory character of such work, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by TAM and in such case must be replaced by Consultant without delay.

21. SUBMITTING FALSE CLAIMS AND MONETARY PENALTIES

Pursuant to Government Code sections 12650 et seq., any Consultant, sub-consultant or consultant who submits a false claim shall be liable to TAM for three times the amount of damages that TAM sustains because of the false claim. A Consultant, sub-consultant or consultant who submits a false claim shall also be liable to TAM for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to TAM for a civil penalty for up to \$10,000 for each false claim. A Consultant, sub-consultant or consultant will be deemed to have submitted a false claim to TAM if the Consultant, sub-consultant or consultant: (a) knowingly presents or causes to be presented to an officer or employee of TAM, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by TAM; (c) conspires to defraud TAM by getting a false claim allowed or paid by TAM; (d) has possession, custody, or control of public property or money used or to be used by TAM and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by TAM and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TAM; (g) is a beneficiary of an inadvertent submission of a false claim to TAM, subsequently discovers the falsity of the claim, and fails to disclose the false claim to TAM within a reasonable time after discovery of the false claim.

22. MODIFICATION OF CONTRACT

This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by duly authorized officers or representatives of both Parties and approved in the same manner as this Contract.

23. ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the Parties, and supersedes all other oral or written agreements, understandings and provisions between them, concerning the subject matter hereof. This Contract may be modified only as provided in Section 22.

24. SEVERABILITY

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such invalid or unenforceable provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

25. JURISDICTION AND VENUE / LEGAL EXPENSES

This Contract shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws principles. The Parties agree that exclusive venue for any dispute arising hereunder shall be in a state court located in Marin County, California, or federal court located in San Francisco, California, and the Parties hereby consent to the exclusive jurisdiction of such courts. If TAM initiates legal action to enforce its rights under this Agreement, TAM shall be entitled, in addition to all other remedies available under law, to recover its legal expenses incurred in connection therewith, including without limitation reasonable attorney's and expert witness fees.

26. LIABILITY OF TAM

TAM's payment of obligations under this Contract shall be limited to the payment of the compensation provided for in Sections 3 and 4 of this Contract. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL TAM BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT, EVEN IF TAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

27. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with any and all Federal, State and local laws (including, but not limited to Covenant Against Contingent Fees, below) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from TAM's contact person referenced in Section 30 (NOTICES) below.

28. COVENANT AGAINST CONTINGENCY FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant; to solicit or secure this Contract; 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 Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

29. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION / MISCELLANEOUS

Should any question arise as to the meaning and intent of this Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Executive Director of TAM, who shall decide the true meaning and intent of the Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings used in this Contract are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Contract. This Contract shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Contract. Whenever used in this Contract, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, corporation, or other legal entity all as the context and meaning of this Contract may require.

30. NOTICES

All notices permitted or required under this Contract shall be in writing and shall be sent by registered or certified mail, or by FedEx or other similar overnight courier, to the Parties at their respective addresses

below. A notice sent by registered or certified mail shall be deemed given five (5) business days after deposited in the mail, or one (1) business day after being sent by FedEx or similar over night courier for next day delivery. This Contract shall be managed and administered on TAM's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to TAM at the following location:

Contract Manager: _____
 Location: Transportation Authority of Marin
 900 Fifth Avenue, Suite 100
 San Rafael, CA 94901
 Contact: 415.226.08_____
 @tam.ca.gov

Notices shall be given to Consultant at the following address:

Consultant: _____
 Location: _____

 Contact: _____

31. ACKNOWLEDGEMENT OF EXHIBITS

CONSULTANT'S INITIALS

- EXHIBIT A.** **Scope of Services and Budget** _____
- EXHIBIT B.** **Caltrans Restricted Grant Agreement** _____
- EXHIBIT C.** **Insurance Reduction/Waiver** _____

IN WITNESS WHEREOF, the Parties have executed this Contract on the Effective Date.

TRANSPORTATION AUTHORITY OF MARIN:

CONSULTANT:

By: _____
 Anne Richman, Executive Director

By: _____
 Authorized Signature

 Name (Print)

 Title

Company Name

Federal Employer ID Number or SSN

SAMPLE

EXHIBIT B – CALTRANS TRAVEL REIMBURSEMENT POLICY

Below is information which is provided internally to state employees with minor adjustments to reduce confusion for non-represented employees. This is being provided due to the current inaccessibility of certain portions of the Caltrans website to outside parties. This should be considered as a guide and should not be used as a basis for a final decision or as a form of justification in a dispute. Should any questions or concerns arise, please contact your contract manager as early as possible. It is recommended that you reach out prior to anticipated purchases.

Consultants/Contractors Travel Policy

OVERVIEW

Reimbursement provisions are limited to the subsistence rates for excluded/non-represented employees. The guidelines outlined below reflect the most common expenses associated with travel. The department will reimburse non-state employee travel at the non-represented lodging and per diem rate unless otherwise identified under contract.

Questions regarding allowable expenses should be directed to the Caltrans contract manager.

No allowance or payment will be made for moving and relocation expenses. In addition, no allowance or payment will be made for any non-business related expenses, which includes in-state, out-of-state and out-of-country travel, or when returning home during the course of an assignment.

SHORT-TERM TRAVEL

When the following conditions are met, short-term lodging and meals may be allowed if travel is:

- No more than 30 calendar days (not paid per diem days)
- At least 50 miles away from consultant/contractor's headquarters and the permanent residence

NOTE: The consultant/contractor's return home for the weekends or non-business related travel, does not break up the continuity of the assignment.

Exceptions to these conditions must be approved by the Division of Accounting, Travel Policy Section, prior to travel. See [Exception Guidelines](#).

An itemized receipt is required for lodging reimbursement. The receipt must be pre-printed with the hotel name and address, include the consultant/contractor's name, and indicate charges as paid in full (zero balance).

SHORT-TERM LODGING RATES:

All Counties/Cities located in California (except as noted below):

- Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax.

- Napa, Riverside, and Sacramento Counties:
 - Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax.
- Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the city of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax.
- Monterey, San Diego Counties:
 - Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax.
- Alameda, San Mateo, and Santa Clara Counties:
 - Actual lodging expense, supported by a receipt, up to \$140 per night, plus tax.
- City of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax.
- San Francisco County:
 - Actual lodging expense, supported by a receipt, up to \$250 per night, plus tax.

SHORT-TERM MEAL, INCIDENTAL RATES AND REQUIREMENTS

Meals provided by the state when included in hotel expenses or conference fees, in transportation costs such as airline tickets, or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals.

Breakfast	Actual expense up to \$7.00.
Lunch	Actual expense up to \$11.00.
Dinner	Actual expense up to \$23.00.
Incidentals	Actual expense up to \$5.00.

DEPARTURE AND RETURN TIME REQUIREMENTS

In computing reimbursement for continuous short-term travel of 24 hours or more and less than 31 consecutive days, the employee will be reimbursed for actual meal and incidental costs up to the maximums allowed for each meal and incidental expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return as indicated below:

On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6:00 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11:00 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5:00 p.m.	Dinner may be claimed on the first day.

On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8:00 a.m.	Breakfast may be claimed.
Trip ends at or after 2:00 p.m.	Lunch may be claimed.
Trip ends at or after 7:00 p.m.	Dinner may be claimed.

TRAVEL LESS THAN 24 HOURS

Employees may not claim lunch or incidentals for one-day trips. When trips are less than 24 hours with no overnight stay, meals are reportable and taxable income. For continuous travel of less than 24 hours, employees may claim actual expenses for breakfast and/or dinner in accordance with the following time frames:

Trip begins at or before 6:00 am AND ends at or after 9:00 am	Breakfast may be claimed.
Trip begins at or before 4:00 p.m. AND ends at or after 7:00 p.m.	Dinner may be claimed.

TRANSPORTATION

Private Vehicle Mileage Reimbursement Rates

For those authorized to use their personal vehicle for official State business are:

Vehicle type	Effective 1/1/2019
Personal vehicle	58 cents per mile
Specialized vehicles	58 cents per mile
Private aircraft	\$1.26 per mile

Commercial Rental Cars

If authorized by the contract manager, a commercial rental car may be rented. Consultants/Contractors are not required to rent from the State of California's contracted vendors, however, reimbursement for a commercial rental car costs shall not exceed the rates paid to non-represented/excluded State employees. See [Commercial Car Rental](#) for more information.

OUT-OF-STATE TRAVEL

When authorized under the contract with Caltrans, short-term out-of-state travel will be reimbursed at the following rates:

- Actual lodging expenses supported by a receipt.
- Actual meals will be reimbursed up to the maximum rates for in-state travel.

When Out-of-state travel exceeds 30 days at one location, see [LTA](#) guidelines for rates and policy.

OUT-OF-COUNTRY TRAVEL

When authorized under the contract with Caltrans, short-term out-of-country travel will be reimbursed at the following rates.

- Actual lodging expenses supported by a receipt.
- Actual meals and incidentals in accordance with published Federal Government meal and incidental rates for foreign travel for the specific dates of travel.

Foreign per diem rates are available at the [U.S. Department of State](#)'s web site. Per Diem rates for meals must be claimed in accordance with a breakdown of meal and incidental allowance, [Appendix B](#), by referring to the location of foreign travel.

Receipts are required to be submitted for meals and incidentals claimed in excess of \$24.99.

NOTE: Valid documentation for foreign currency exchange rates must be submitted with the invoice to substantiate expenses claimed. If unavailable, the [Foreign Exchange Currency Converter](#) may be used as adequate documentation.

When out-of-country travel exceeds 30 days at one location, see [LTA](#) guidelines for rates and policy.

LONG-TERM TRAVEL

A long-term assignment (LTA) is any assignment:

- Of 31 days or more in a single location.
- A minimum of 50 miles away from a consultant's or contractor's headquarters.
- A minimum of 50 miles away from a consultant's or contractor's primary residence.

A "single location" is defined as including a major metropolitan area, cities in the vicinity of one another, and locations that straddle country or state lines (within a 50 mile radius). These physical situations do not represent "different" locations.

Reimbursement for long-term meals and receipted lodging will be authorized when the consultant or contractor incurs expenses in a single location comparable to those arising from the use of commercial establishments catering to the long-term visitor. Commercial establishments are defined as, but are not limited to, apartments, rental homes and rooms, condominiums, and hotels that offer long-term amenities.

At the start of the assignment the Caltrans assigned contract manager for the consultant or contractor may authorize short-term per diem. Short-term per diem is limited to the time required to establish acceptable long-term accommodation or a maximum of 30 calendar days. Once

long-term accommodation has been established, the consultant or contractor must claim long-term per diem.

Returning home for weekends or incidental short-term travel does not break the continuity of a long-term assignment.

To claim expenses for a long-term assignment, the following criteria must be met:

- The consultant or contractor's assignment must qualify as a long-term assignment as described in the Overview above.
- The consultant or contractor must complete and submit the "Long-Term Assignment Information and Certification of Subsistence Rates" Form FA1350 to his or her Caltrans assigned contract manager for approval. Contact the contract manager for a copy of the form.
- The Caltrans assigned contract manager must approve the FA1350.
- The consultant or contractor must continue to maintain a primary permanent residence that is occupied by his or her dependents or is maintained at a net expense to the consultant or contractor in excess of \$200.00 per month.

If no primary residence is maintained, per diem is one-half of the reimbursement normally allowed under the Daily Rate Method (see below).

LONG-TERM REIMBURSEMENT METHODS AND RATES

When a consultant or contractor incurs expenses in a single location in establishments catering to the long-term visitor, reimbursement may be made by one of the following methods:

- Daily Rate Method
- Rent and Utilities Method

Daily Rate Method:

- Actual cost up to \$24.00 for meals and incidentals and actual up to \$24.00 for daily receipted lodging for travel of 12 to 24 hours at the long-term location;

OR

- Actual cost up to \$12.00 for meals and incidentals or actual up to \$12.00 for daily receipted lodging for travel less than 12 hours at the long-term location.

Consultants or contractors who do not maintain a separate residence in the headquarters area may claim the following long-term per diem rates:

- Actual up to \$12.00 for meals and incidentals and actual up to \$12.00 for daily receipted lodging for travel of 12 to 24 hours at the long-term location; and
- Actual up to \$12.00 for meals and incidentals or actual up to \$12.00 for daily receipted lodging for travel less than 12 hours at the long-term location.

With approval of the Caltrans assigned contract manager, the reimbursement of long-term lodging under the Daily Rate Method may continue when the consultant or contractor is away from the long-term location on short-term business travel or other absence from that location. A short-term absence does not include returning home for the weekend.

When returning home on day(s) off, per diem terminates at the end of the work shift or at the end of the subsistence day proceeding the consultant's or contractor's day off. Per Diem resumes at the start of the shift when he or she returns to work.

Rent/Utilities:

- Reimbursement for actual expense substantiated by receipts, for lodging, water, sewer, gas and electricity, up to the maximum of \$1,130 per calendar month while on the long-term assignment.
- Actual expense up to \$10.00 for meals and incidentals for each period of 12 to 24 hours at the long-term location; and
- Actual expenses up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location.

When a contract or consultant rents an establishment for a partial month, the full monthly rent and utilities up to \$1,130 must be pro-rated.

With approval of the Caltrans assigned contract manager, the reimbursement of long-term lodging under the Rent and Utilities Method may continue when the consultant or contractor is away from the long-term location on short-term business travel or other absence from that location. A short-term absence does not include returning home for the weekend.

When returning home on a day(s) off, per diem terminates at the end of the work shift or at the end of the subsistence day proceeding the consultant's or contractor's day off. Per diem resumes at the start of the shift when he or she returns to work.

LONG-TERM ASSIGNMENT TRANSPORTATION EXPENSES

Reimbursement for transportation expenses will be allowed in the following instances:

- Between the consultant's or contractor's primary permanent residence and the LTA location at the start and end of the assignment.
- When the Caltrans assigned contract manager approves the consultant's or contractor's return to headquarters.
- When authorized, actual private car mileage up to 25 miles per day for travel between a consultant's or contractor's living accommodations at the LTA location, the LTA job site, and to obtain meals.
- With the contract manager's approval, in lieu of claiming per diem, private vehicle mileage may be reimbursed from the consultant's or contractor's primary residence or headquarters whichever is less.
- The approved FA1350 must indicate "Commute mileage in lieu of subsistence".
- Parking and tolls resulting from commuting to and from the LTA residence to the job site are not reimbursable.

TEC REIMBURSEMENT

An invoice or claim submitted for reimbursement of long-term travel expenses must include the following:

- A copy of the approved "Long-Term Assignment Information and Certification of Subsistence Rates" Form FA1350.
- The commercial lodging receipt when claimed as an expense. The receipt must be either preprinted or written and include the name, address, and phone number of the establishment, the 'to and from' dates of the stay, the amount paid, and the signature of the landlord or property manager. A copy of a canceled check or rental agreement does not meet the receipt requirement.
- Utility receipts when claimed as an expense must show the item as paid before reimbursement can be claimed. Noting the check number paid to the utility company on the bill does not meet the receipt requirement.
- LTA mileage and business miles to various job sites during the workday must be separated from mileage to and from the main job site and mileage to obtain meals.
- The receipt for airfare, rental car, or gas for a rental car when claimed as an expense.
- The receipt for train fare claimed when the expense exceeds \$24.99.
- The receipt for parking, taxi, shuttle, streetcar, local rapid transit, or toll claimed when the expense exceeds \$10.00.

Questions regarding invoices or reimbursement claims should be addressed to the Caltrans assigned contract manager.

RECEIPT REQUIREMENTS

Type of Expense	Receipt Required (YES)	No Receipt Required (NO)	Explanation
BUSINESS EXPENSES:			
Business phone calls, faxes, office supplies, etc	X		When over \$5.00
PER DIEM EXPENSES:			
Lodging (ALL types of lodging)	X		
Meals		X	
Out-of-Country Meals	X		When the cost exceeds \$24.99
TRANSPORTATION:			
Airfare	X		
Train	X		When the cost exceeds \$25.00

Gas for rental car and State vehicles	X		
Parking, taxis, shuttles, streetcars, local rapid transit, and road tolls	X		When the cost exceeds \$10.00
Rental Cars	X		

REIMBURSEMENT OF THIRD PARTY LODGING

To comply with the receipt requirements and receive reimbursement for appropriate lodging expenses, a traveler using a third party vendor must provide:

- A receipt from the third party vendor indicating the employee's name, hotel establishment providing the service, the check-in date, checkout date, itemized expenses incurred, and
- A receipt from the hotel that provided the service indicating the employee's name, check-in, and checkout dates.

The hotel receipt does not need to itemize the hotel rate or taxes to third party vendor.

There are no exceptions to the requirements listed above. A TEC for reimbursement of third party lodging without both of the required receipts will result in the rejection of the claimed expense.

EXCEPTIONS

Exceptions requests are reviewed on a case by case basis by the Division of Accounting, Travel Policy Section.

All requests must be made through the assigned contract manager. Once approved by the Division of Accounting, a memo will be forwarded to the contract manager. The memo must be attached to the invoice to substantiate the additional expense.

Upon the contract manager's approval, form should be faxed to the Division of Accounting, Travel Policy Section at (916) 227-9357 or mailed to the Division of Accounting, Travel Policy Section, Mail Station #25 at least 15 calendar days in advance or as soon as the circumstances are known.

REQUESTS TO EXTEND SHORT-TERM SUBSISTENCE RATE BEYOND 30 DAYS

Short-term per diem is only allowed for a maximum of 30 consecutive days (not paid per diem days). Exception requests to exceed 30 days short-term per diem must be in writing from the assigned contract manager. Upon the contract manager's approval, the memo should be faxed to the Division of Accounting, Travel Policy Section at (916) 227-9357 at least 10 days in advance or as soon as the circumstances are known.

The memo should include the following information:

- Name
- Reason(s) why it is necessary to extend short-term rate
- Dates covering the request
- Efforts that have been made to secure long-term (weekly/monthly) rates
- At least three quotes from establishments catering to the long-term visitor (apartments, houses, condos, etc)

REQUESTS TO EXCEED MAXIMUM LODGING RATE, EXCLUDING TAX

Every effort should be made to use moderately priced commercial establishments that cater to the general public (avoiding resort areas, luxury hotels, condos, beach houses, cabins, etc).

Those requesting an exception to exceed the maximum lodging rate should complete an [Excess Lodging Rate Requests](#).

EXCEPTIONS TO THE 50-MILE RULE

No per diem is allowed for travel less than 50 miles of a person's headquarters and/or primary residence. An exception may be granted when one or more of the following conditions are present:

1. Public safety concerns
2. Unavoidable hardships
3. Unusual circumstances

The request must include the following information:

1. Name and address of Consultant (or Contractor); and
2. Location of headquarters /exception sites; Car mileage between each of the following:
 - Home to headquarters (# of miles)
 - Headquarters to site (# of miles)
 - Home to site (#of miles)
 - Name and description of the event or work to be completed.
 - Justification

The exception does *not* cover the following scenarios:

- Attendance of mandatory meals
- Lunch for trips of less than 24 hours
- Meals or lodging at the headquarters or home location
- Meals that do not meet the time requirements outlined in the meals and incidental rates and requirements section
- Networking
- Traffic Congestion

Commercial Car Rental

OVERVIEW

With prior approval, a non-represented employee may rent a commercial vehicle when automobile travel is essential. The rental vehicle is to be used only for official business, and to obtain meals and lodging while on travel status. The vehicle must be returned to the vendor immediately upon completion of state business.

Passengers who are not directly related to the project which necessitated the rental of said vehicle are not allowed in the vehicle. The state contract does not extend insurance coverage to unauthorized drivers, passengers, or for personal use.

Employees are *not* allowed to extend the rental period for personal use beyond the end of state business and reimburse the state afterwards.

SHORT-TERM RENTAL VEHICLE

The commercial car rental contract has been established to meet the short-term travel needs of employees on official state business. The contract is intended for rental periods of 30 days or less.

SAMPLE VEHICLE CONTRACT RATES (Effective 3/1/2019)

Vehicle Type	Daily/Base Rate	Weekly Rate	Maximum Cap Daily
Compact	\$35.01	\$140.04	\$53.04
Intermediate	\$35.01	\$140.04	\$53.04
Full-Size	\$37.13	\$148.53	\$56.23
Hybrid Electric Vehicle	\$44.56	\$178.23	\$65.78
4WD/Sport Utility Vehicle	\$59.41	\$237.64	\$82.75
Mini Van	\$59.41	\$237.64	\$82.75
Pick-up Trucks	\$74.26	\$297.05	\$99.72
Zero Emission Vehicle	\$44.56	\$178.23	\$65.78

Target car rental rates. No vehicle above the "intermediate" size should be rented without consultation and prior approval of the project manager.

*The maximum cap rates offered must include all charges in addition to airport access fees, insurance, vehicle license fees, and State, City, and County or local surcharges that apply to the rental car industry as a whole and identified by airport. **Sales tax and fuel charges are not included in the rate.**

For more information, go to the [DGS Travel Program](#) website.

LONG-TERM VEHICLE RENTAL OVER 30 DAYS

Long-Term vehicle rental refers to any fleet asset rented or leased over 30 consecutive calendar days or more than 4 consecutive weeks. The Long-Term Commercial Car Rental Contract is an efficient, cost-effective solution for long-term (for a minimum of 30 days) car and truck rental needs.

PICKING UP A RENTAL VEHICLE

When picking up a rental vehicle, employees are required to provide a current driver's license, and a second form of ID. Acceptable second forms of ID can be an employee issued ID badge, business card, a copy of a travel itinerary, or an authorization letter on a department letter head.

Verify the agreement states the correct rate per day before signing. It is very common for the rental agencies to provide an upgraded vehicle to the state employee with a reservation when no contract vehicle is available. An upgraded vehicle provided at the company's discretion should be charged at the original reserved rate.

Examine the vehicle condition before accepting delivery and document any damages on the rental agreement.

AUTHORIZED DRIVERS

The renter, and any persons authorized to operate vehicles under the contract agreement, must be properly licensed. This includes the renter and the renter's fellow employees, while acting within the scope of their employment duties. Employees who are 21 or older, if otherwise eligible, may rent and operate vehicles under the contract agreement when on official State business. Please contact your contract manager to confirm the eligibility of a driver between 21 and 25 prior to car rental.

SUPPLEMENTAL INSURANCE

When the rental car contract includes insurance coverage for the authorized driver while on State business. Supplemental insurance is not necessary and should not be purchased when renting the vehicle.

COUNTER BYPASS

NOT APPLICABLE:

FORMS OF PAYMENT

NOT APPLICABLE:

REFUELING VEHICLES

Employees are required to fill the rental car with gasoline with the same level of fuel it had when picked up prior to returning the car to the vendor. Employees will be reimbursed for this gas. Prepaid receipt is not considered an actual expense and does not meet the requirement from CalHR and SCO.

NOTE: If the gas tank is left unfilled when returning the vehicle, the employee must submit a justification (below). Without a justification, the employee will be held responsible for all fuel charges assessed by the vendor.

UPGRADED VEHICLES AND NON-CONTRACT RENTALS

The following “exceptions” require a completed State Controller’s Office (SCO) short-term justification approval form, signed by the employee’s supervisor.

- Renting a vehicle larger than the Intermediate size
- Renting a vehicle from a non-contracted vendor
- Employees needing physical or medical accommodations
- Refueling charges incurred at rental branches

The SCO short term justification approval form should be submitted to the Contract Manager. The rental receipt should accompany the short term justification form.

An employee who requires an upgraded vehicle must also provide justification to the Contract Manager. If no justification is provided, the employee may be required to pay any charges over the state contracted rate.

Non-contract rentals are not allowed, except in rare instances when a vehicle is not available from a contract vendor (example: Crescent City). In these cases, the employee must complete a [Short-Term Vehicle Justification Form](#). If approved, the employee will be limited to the state contract rate reimbursement. NOTE: The state does not provide insurance coverage and the employee is ultimately responsible for insuring the non-contract rental.

SPECIALTY VEHICLES

Department of General Services (DGS) describes a specialty vehicle as large SUVs, 12-15 passenger vans, cargo vans, 3/4 ton trucks, box trucks, etc. To rent a specialty vehicle the employee must first contact the Contract Manager for approval.

DROP CHARGES

For Short-Term domestic rentals, there will not be any one-way drop charge fees against the State of California when travel reservations have been made indicating point of pick-up and point of return. Reservations for a one-way drop must indicate location points.

GPS DEVICES

Additional fees for the rental of a GPS device will not be reimbursed by the Department.