



REQUEST FOR PROPOSALS

On-Call Professional Consulting Services
for:

TAYLOR ROAD CORRIDOR STUDY

Date Released: July 1st, 2024
Project Number: 24-02

PROPOSALS DUE: August 2nd, 2024, at 4:00pm

DELIVER TO:

Attn: Richard Ly-Lee, P.E.
Town of Loomis
Engineering Division
3665 Taylor Road
Loomis, CA 95650
townengineer@loomis.ca.gov

INTRODUCTION

The Town of Loomis, Placer County, California, invites proposals from qualified firms to conduct a corridor study on Taylor Road. The study aims to enhance Taylor Road into a safe active transportation corridor by assessing existing multimodal facilities, improving intersection designs, and suggesting signage and traffic-related enhancements. Funding from the Town's local general funds has been allocated for this project.

At completion of the evaluation process, the Town of Loomis will select a Respondent to award, or enter negotiations for award of, a Professional Services Agreement for a Corridor Study (see Attachment A, Sample Professional Services Agreement).

BACKGROUND

Taylor Road operates varying levels of service (LOS) during peak commute times ranging from A to F. The Town of Loomis constituents have expressed the need to analyze Taylor Road and perform a comprehensive corridor study. Taylor Road is approximately 2.4 miles from the southern town limits to the northern town limits. Please refer to Attachment B for approximate study limits, which may be adjusted at the discretion of the selected proposer or Town. Taylor Road is classified as a 2- Lane Arterial Moderate Access Control (2-4 stops/mile, limited driveway access, 25-40 mph posted speed limit) with an average daily traffic of 13,479.

PREQUALIFICATIONS

There is no separate pre-qualification process for this RFP. The following shall be considered minimum required qualifications for your proposal to be considered responsive: Proposer must have at least five (5) years of continuous experience as an engineering firm with completing a corridor study with experience with municipal code. Experience shall be demonstrated in the proposal with one to three similar project samples (completed within the last Five (5) years).

GENERAL INFORMATION

Addenda to this RFP, if issued will be posted on the Town of Loomis website.

All interested firms are required to submit a proposal in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

All questions or inquiries regarding the RFP or the selection process are to be addressed, in writing only, (email is acceptable) no later than July 26th, 2024, at 4:00 PM to:

Town of Loomis
Attn: Richard Ly-Lee, Town Engineer
Engineering Department
Loomis Town Hall
3665 Taylor Rd, Loomis, CA 95650
Email: townengineer@loomis.ca.gov

Questions received after this time will not be answered. Questions and responses will be posted on the website. It will be the submitter's responsibility to periodically review the website for updates and responses to questions that may be provided by the town.

SCOPE OF WORK

The scope of work will be negotiated between the Town of Loomis and the successful Proposer and placed within the Agreement. Proposer shall review the scope of work provided in this RFP and add or remove items based on their findings.

The study should be supportive of, and integrate the results of, recently adopted or pending land use plans in the area. The following documents and on-going efforts may be related to the corridor study:

- Town of Loomis General Plan Update 2020-2040
- Town of Loomis Local Road Safety Plan 2022

The following below represents the Town's attempt to define the goals of the RFP and the expectations of the work to be performed on the Taylor Road Corridor Study:

- Develop a minimum of three alternatives with cost estimates, schedules, and maintenance costs/schedules.
- Identify Right of Way (R/W) needs for proposed alternatives.
- Establish an implementation plan and project prioritization for the preferred alternative.
- Manage a Public Engagement Interface Program, including an internet survey and social media outreach.
- Assess existing land uses and major activity centers adjacent to and near the corridor.
- Identify land ownership and easements within the corridor.
- Review General Plan, zoning, specific plans, regulatory documents, circulation plan, design guidelines, and standards.
- Review capital improvement plans, planned infrastructure, and transportation improvements within the corridor and adjacent areas.
- Evaluate existing environmental documents.
- Conduct traffic studies analyzing the corridor and adjacent roadway network, including volumes for auto, transit, bicycle, and pedestrian modes.
- Review existing and proposed transit routes, stops, and improvements within a 0.5-mile radius.
- Assess major planned and proposed development projects within a 0.5-mile radius.
- Analyze collision data.
- Obtain utility system maps and record information from local utility providers.
- Obtain a high-resolution digital aerial photo of the study area and vicinity.

- Study traffic scenarios including existing conditions, base line conditions, background conditions (project completion year 2024), project conditions (project completion year 2030), and future conditions (20-year horizon year 2050).
- Assist with identifying grant funding sources and applications.
- Present the final corridor study to the Town Council for adoption.

The following below represents applicable standards the Proposer shall adhere to:

- Comply with all environmental standards with requirements outlined with NEPA and CEQA.
- Comply with Town of Loomis Municipal Code and General Plan.
- Town of Loomis 2004 Traffic Calming Manual
- Comply with American Disability Act (ADA).
- Comply with California Manual of Uniform Traffic Control Devices.
- Comply with if applicable, State of California Highway Design Manual, Latest edition.
- Comply with if applicable, Caltrans Project Delivery Procedures Manual (PDPM)
- Comply with if applicable, Caltrans Standard plans, Latest edition.
- Comply with if applicable, with any pertaining to utility company standards.
- Comply with if applicable California Transportation Commission Comprehensive Multimodal Corridor Plan Guidelines

The scope of work outlined should not be considered complete or absolute by the Proposer.

TERM

The term of the contract shall be until the completion and Town Council acceptance of the Taylor Road corridor study.

RFQ CONTENT

Submittals should demonstrate an understanding of the Town's scope of work objectives and describe how the firm is qualified to meet those objectives. While there is no set format, order, or length that the proposal needs to adhere to, suggested content for the proposal includes the following:

Cover Letter

- Include the office location where work is to be done, contact person's name, telephone number and email address.
- State the service categories and sub-categories that the firm wishes to be considered for.
- Identify the name and contact information for the person authorized to enter into a contract with the Town.

Qualifications and Project Experience

- Include a description of the firm and the type of work typically performed.
- Indicate experience with similar efforts performed within the last 3-5 years.

- Provide references that the Town may contact.
- Provide resumes for proposed staff members with qualifications, including listing of licenses, experience and level of responsibility.

Work Plan and Availability

- Address the process, if applicable, that will be used to accomplish the suggested scope of services.
- Specify the capacity/anticipated level of effort that the staff being proposed is available to provide.

Cost

- While consultants will mostly be selected based upon the strength of their qualifications, the Town reserves the right to consider the billing rate as part of the selection criteria. Provide a fee schedule showing the proposed hourly rate for the various job classifications, and the classification of the staff proposed.
- List assumptions that go into the fee schedule including how additional costs such as reimbursable expenses, subcontracted services markup, overtime, travel, overhead or other anticipated project costs will be accounted for.
- State if the fee schedule will remain in effect over the term of the contract, or if a cost-of-living adjustment will be requested.

Consulting Services Agreement

- State in the proposal the firm's willingness to accept the terms and conditions of the City's Standard Consulting Services Agreement, including the required insurance and endorsement information contained therein.

Supplemental Material (Optional)

- Include any discretionary materials that may improve the quality of the proposal.

DELIVERY

To be considered, qualifications must be submitted no later than August 2nd, 2024, by 4:00pm. Submit three (3) hard copies and one electronic pdf copy (flash drive or e-mail) to:

Richard Ly-Lee, P.E.
Town of Loomis, Engineering Division
3665 Taylor Road
Loomis, CA 95650
(916) 824-1518
townengineer@loomis.ca.gov

SELECTION PROCESS

All proposals received by the deadline will be reviewed by the Town. After those firms deemed the most qualified are determined, further evaluation and interviews may be conducted as part of the final selection process. The Town reserves the right to complete

the selection process without proceeding to an interview phase and may choose to select the consultant based solely upon information supplied in the proposer's submittal.

In evaluating responses to this RFQ, the Town will score each of the following criteria on a scale of 1 to 5 and then multiply this score by the weighed percentage noted.

- Capacity of the firm to carry out the proposed assignments (10%)
- Qualifications/Resumes and similar experience of key personnel, including knowledge of municipal engineering best practices (50%)
- Satisfaction/references of prior and current clients (10%)
- Proximity of the proposer's firm and staff to Loomis (10%)
- Willingness to comply with the proposed agreement terms (5%)
- Cost or cost approach (15%)

CONDITIONS

All proposals, and material contained therein, shall be considered public documents, and as such are subject to inspection under the Public Records Act.

Developing the proposal is the consultant's responsibility. The Town shall not bear any cost or reimbursement associated with its preparation.

The Town reserves the right to cancel or reject any portion of the request for qualifications without notice and makes no representation that any contract will be awarded to any firm submitting a proposal.

ADDITIONAL INFORMATION

This Request for Qualifications and the Town's Standard Professional Services Agreement as a supporting attachment, along with any addendum that may be issued are available for download from the Town's webpage: <https://loomis.ca.gov/open-bids-and-rfps/>

Any information provided by the Town, in response to questions raised by proposers, shall be uploaded to the Town's website as an addendum. A "plan holders list" is not being maintained so it is the responsibility of the consultant to review the Town's website or contact the Town's representative to determine the existence of any addenda.

For any questions, please contact Richard Ly-Lee, Town Engineer, at (916) 824-1518 or townengineer@loomis.ca.gov

ATTACHMENT A - DRAFT CONTRACT FOR SERVICES

CONTRACT FOR SERVICES

This CONTRACT is made as of _____ (Effective Date), by and between the TOWN OF LOOMIS ("Town"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the Town desires to hire a consultant to provide _____
_____; and

WHEREAS, the Consultant has presented a proposal for such services to the Town dated _____, and is duly certified, skilled, qualified, and experienced to perform those services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit A. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the Town, with a Schedule of Performance that shall ~~continue over a one-year term~~ ending on _____.

B. Consultant's failure to complete work in accordance with the Schedule of Performance stated above may result in delayed compensation as described in Section 3.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual time spent and approved materials expenses required, but in no event shall total compensation exceed _____ (\$ _____). This amount to be billed based upon the Consultant's hourly rate, as stated in the Fee Schedule, which is attached hereto and incorporated herein as Exhibit B.

B. Said amount shall be paid upon submittal of monthly invoices summarizing the time and expenses incurred that month. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

D. Payment for work in excess of the maximum compensation set forth above shall not be made without a contract amendment authorizing the excess payment. In the event the Consultant's charges are projected to exceed the maximum compensation prior to the expiration of the contract's term, the Town may suspend the Consultant's performance until such time that the Town approves an amendment to the compensation terms of this Contract.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than sixty (60) calendar days written notice (delivered by email with receipt acknowledged) of intent to terminate.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled

to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF TOWN:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Consultant warrants to the Town that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards and Best Management Practices of the Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local laws.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract unless an alternative qualified representative is approved in advance. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by

Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall

be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Town, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$2,000,000 per occurrence and \$4,000,000 general and products/completed operations aggregates.

b. The general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the Town, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Town shall be primary as respects the Town, its officers, officials, employees and any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per accident.

b. The automobile insurance shall include the same endorsements required for the general liability policy (See Section 16.B.2.b.).

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town of Loomis:

Merrill Buck, Town Engineer
3665 Taylor Road
Loomis, CA 95650
(916) 824-1518
townengineer@loomis.ca.gov

Consultant:

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. This Contract may be signed in counterparts, and may be signed electronically. By signing this document in electronic form, the parties agree that this Contract may be transmitted and signed electronically by all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California law and regulations, including but not limited to Civil Code section 1633.7.

TOWN:

By: _____
Wes Heathcock, Town Manager

ATTEST:

By: _____
Carol Parker, Deputy Town Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, Town Attorney

CONSULTANT:

By: _____

Consultant Scope of Work

DRAFT

Fee Proposal

DRAFT

ATTACHMENT - B

TAYLOR ROAD CORRIDOR STUDY LIMITS

