



StanCOG
Stanislaus Council of Governments

REQUEST FOR PROPOSAL

***PREPARATION OF THE COMMUNITY TRANSPORTATION
NEEDS ASSESSMENT***

**PROPOSALS MUST BE RECEIVED
ON OR BEFORE
3:00 PM, NOVEMBER 9, 2020**

**SEND PROPOSALS TO THE ATTENTION OF:
ISRAEL OJEDA, SENIOR PLANNER
STANISLAUS COUNCIL OF GOVERNMENTS
1111 I STREET, SUITE 308
MODESTO, CALIFORNIA 95354**

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Purpose

The Stanislaus Council of Governments (StanCOG) seeks a qualified consultant that possesses expertise in transportation planning and engineering to develop a Community Transportation Needs Assessment for two (2) unincorporated, disadvantaged communities in the Stanislaus region.

The purpose of the Community Transportation Needs Assessment is to assess local roadway networks and recommend strategies and improvements that increase mobility for all modes, promote bicycling and walking, remove transportation barriers, decrease transportation-related fatalities and injuries, and reduce greenhouse gas (GHG) emissions.

The Community Needs Assessment will be accompanied by a robust public outreach and engagement process to ensure that members of the public are provided with ample opportunity to provide meaningful input throughout the length of the project.

Background

StanCOG is the federally designated Metropolitan Planning Organization (MPO), Regional Transportation Planning Agency (RTPA), and Local Transportation Authority for the Stanislaus region. Formed as a Joint Powers Authority in 1971, StanCOG's 10 member agencies include Stanislaus County and the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. StanCOG is responsible for developing and updating a variety of transportation plans, and for allocating Federal, State and local funds to implement them.

Stanislaus County's unincorporated communities are home to nearly 10% of the region's residents. These communities also have historically lacked significant investment in public infrastructure and are frequently bound by wide, high-speed thoroughfares, many of which serve as state routes and carry heavy freight and rail traffic, including State Route (SR) 132, SR 99, and SR 120. Consequently, these communities, already among the most impoverished in all of California, have limited opportunities to walk or bike, and remain dependent on automobiles as their primary means of transportation. The built environment has contributed to high levels of obesity and low levels of active transportation. Stanislaus County ranked 40th out of 44 counties by prevalence of obesity, according to the California Department of Public Health.

These communities are also among the most burdened with pollution, according to CalEnviroScreen 3.0, with 19 of the County's 94 census tracts falling among the indicator's 95th percentile and above, meaning that only 5% of other census tracts in California are more vulnerable to and affected by multiple pollutants and poor economic conditions.

StanCOG is in the process of developing a regional Non-Motorized Transportation Plan that will help guide future bicycle and pedestrian improvements and investments. Preliminary findings from the study may be used to inform the Community Transportation Needs Assessment, which is intended to provide a greater degree of detail for potential roadway and active transportation improvements. The Community Transportation Needs Assessment may also be supplemented and informed by Caltrans' Active Transportation Plan for the District 10 region, which is also currently under development.

The Community Transportation Needs Assessment will provide valuable information to support local applications for active transportation and roadway safety project funding. The Community Transportation Needs Assessment shall include a robust public engagement process that shall incorporate input from members of the public including, but not limited to, community-based organizations, bicycle and pedestrian advocates, and residents. Catholic Charities shall provide assistance in all phases of public outreach.

The Consultant shall provide support for all activities and initiatives by providing professional expertise throughout the planning process to conduct technical analyses, performing public outreach, develop key deliverables, and coordinate with the StanCOG Project Manager to ensure appropriate actions are taken to meet key project deadlines and budget.

Project Budget

This project shall be funded with SB1 FY 2020/21 Sustainable Communities Competitive funds. The project budget for consulting services for the Community Transportation Needs Assessment and associated documents included in the scope of work is \$206,932.

Scope of Work

The following Scope of Work describes work elements and assigns each to their respective responsible parties. The Consultant shall follow all pertinent local, State, and Federal laws and regulations and shall adhere to the Sustainable Transportation Planning Grant Program Guidelines. The Consultant shall deliver major deliverables in Administrative Draft (for StanCOG and Catholic Charities internal review), Draft, and Final format, with the exception of major deliverables presented to the StanCOG Policy Board. For deliverables to be presented to the StanCOG Policy Board, the Consultant shall submit an Admin Draft (for StanCOG and Catholic Charities internal review), Draft, Draft Final, and Final document.

The Consultant shall be responsible for the tasks and program/document requirements described above and in the following sections.

Task 1: Project Initiation

1.1 Consultant Kick-off Meeting

Within two (2) weeks of the Notice to Proceed, the Consultant shall initiate, make the necessary arrangements, and assist the StanCOG Project Manager in leading a project kick-off meeting. StanCOG will lead the meeting to establish clear direction and refine the schedule and project scope. Participants shall include the StanCOG Project Manager and task leads, Catholic Charities staff, the Consultant Principal-in-Charge, Consultant Project Manager, and Consultant task leads and other State, local, and regional stakeholders as deemed necessary. The meeting will be used to establish the project communication procedures/protocols and to discuss the proposed project approach, project expectations, invoicing, and quarterly reporting requirements and assignments, budget, schedule, statutory requirements, data needs, potential barriers, opportunities, and other topics relevant to the management and completion of the project, including the criteria and methodology used to identify the two (2) Disadvantaged Community Focus Areas that will be assessed.

Additionally, the Consultant shall present its proposed project approach, budget, and schedule, and introduce a plan for establishing and maintaining regular communication with StanCOG staff. The Consultant shall also describe how it intends to conduct, coordinate, and document the outreach activities. The Consultant shall maintain and disseminate a project participant list containing contact information of all project team members. The Consultant shall also record minutes from the meeting and provide a summary, including action items, to StanCOG within five (5) days of the kick-off meeting.

The Consultant shall produce a draft meeting agenda and draft PowerPoint presentation materials and draft handouts for StanCOG review and comment a minimum of ten (10) business days in advance of the meeting. The Consultant Project Manager and his or her task/discipline leads shall participate in the kickoff meeting via presentations and facilitation of discussions on the following topics:

- Project purpose

- Consultant staff members and organization chart
- Project presentations
- Project meetings
 - Project management meetings
 - Advisory group meetings and StanCOG standing committee meetings
- Roles/responsibilities of participants
- Consultant’s proposed public outreach approach/plan
- Consultant’s proposed technical approach
- Strategies for execution of the work
- Opportunities and constraints
- Project schedule
 - Tasks by task overview
 - Proposed and actual start/end dates and duration
 - Critical path elements and dependencies
 - Major activities, deliverables, and milestones
 - Schedule updates
- Project budget and cost estimate
 - Strategies for cost management
- Data needs, availability, and data collection plan
- Outreach Approach Plan
 - Survey instrument
 - Draft stakeholder list
 - Community charrettes
 - Community workshops
- Analysis methods, parameters, and assumptions
 - Methodology to identify the two (2) Disadvantaged Community Focus Areas
- Project coordination
 - Communication protocols
 - Project Participant List (Consultant, Catholic Charities, and StanCOG)
 - Data sharing
 - File management
- Deliverables/documentation
 - Types
 - Material distribution
 - Formats (native file format and pdf)
 - Reproduction
 - Quality
 - Project reporting and transmittal procedures
 - Consultant quality assurance
 - Review process
 - Administrative Draft
 - Draft (for public review and comment)
 - Draft Final
 - Final
- Project compliance – guidance, regulations, and standards
- Invoicing
- Quality control – internal (Consultant) deliverable review (technical editing and proofreading)

The Consultant shall cover each of the items above as part of the kick-off meeting. The Consultant shall be responsible for developing project templates for each category of project deliverables to ensure consistency of format, layout, and overall design within and between deliverable types (e.g. for reports, presentations, and Geographic Information Systems (GIS) layouts, displays, tables, figures, etc.).

The emphasis of the Consultant kick-off meeting shall be the Consultant's planned management, administrative, and technical approach. In turn, it will afford StanCOG staff to hear the proposed approach, express client expectations, and discuss issues and opportunities, priorities, challenges, expected outcomes, and policies and procedures as needed to successfully complete the work.

The meeting shall serve as a first step in establishing and communicating a shared vision of the project, confirming partnership responsibilities, and establishing the parameters of the project. At the kick-off meeting, protocols for project meetings and budget development will be discussed.

The Consultant shall be responsible for initiating and leading, at a minimum, twice-monthly project management/project team meetings with the StanCOG Project Manager and staff. The Consultant shall prepare meeting agendas; prepare project status reports for discussion, including upcoming activities, milestones, and deliverables with responsible parties identified; and document the outcome of discussions with meeting minutes, including any concerns and action items, and with detail on corrective actions to address issues noted during the meetings. The StanCOG Project Manager will review the Consultant's progress to ensure timely and successful completion of all tasks and deliverables throughout the contract's term.

The Consultant Project Manager and their task/discipline leads and subconsultant leads shall participate in project management/project team and other project meetings as requested by StanCOG. Conference calls or video conferencing software may be used to conduct meetings at the StanCOG Project Manager's discretion. The Consultant must invoice budget spent during project management/activities to the associated task or tasks.

The Consultant shall develop a detailed project schedule and budget. The schedule shall take into consideration and include required Consultant production activities, quality control, deliverable reviews, and Consultant revisions to address comments. The Consultant shall maintain and update the schedule as needed, monthly at a minimum, over the course of the project for review and approval of the StanCOG Project Manager. All tasks and subtasks, meetings, major milestones and deliverables shall be identified on the schedule and budget. Any critical path elements shall be identified in the schedule to assist project tracking. The Consultant shall prepare its schedule with the understanding that any deliverable or item that requires StanCOG standing committee or Policy Board action must be completed at a minimum of six (6) weeks prior to the scheduled standing committee and Policy Board meeting so that it can be reviewed, revised if needed, and placed on the agenda and made available to the public in advance of the meeting.

The schedule and budget shall be employed to allocate resources, establish task sequencing, track project execution, and review project status throughout the length of the project. The Consultant shall also be responsible for developing and maintaining a simplified version of the schedule for presentation to a broader audience, including StanCOG's standing committees, members of the public, and/or the StanCOG Policy Board.

The baseline and current schedule, as well as the contracted scope of work and budget, shall be reviewed by the StanCOG Project Manager and Consultant Project Manager for discussion at project management/team meetings.

Due to the COVID-19 public health crisis, certain tasks and activities may need to be adjusted to account for social distancing guidelines and restrictions on public gathering.

The Consultant shall prepare and submit meeting minutes within five (5) business days after the kick-off meeting to document the discussion and action items. Minutes shall be submitted to the StanCOG Project Manager for review and comment.

Deliverables

- Kick-off meeting announcements
- Kick-off meeting agenda
- Kick-off meeting presentation and handouts
- Meeting minutes and action items
- Data Collection Plan
- Outreach Approach Plan
- Project Participant Contact List
- Disadvantaged Community Focus Area Methodology
- Project schedule (detailed and simple)
- Budget spreadsheet
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates

Task 2: Public Outreach

2.1 Develop Project Public Participation Plan

The Consultant shall develop a technical memorandum that includes a methodology to identify the two Disadvantaged Community Focus Areas to be studied for the Community Transportation Needs Assessment based on the discussion at the Consultant kick-off meeting.

The Consultant shall develop a Project Public Participation Plan that describes how it will conduct its outreach in the selected communities. The Project Public Participation Plan shall identify the community survey methodology, potential event sites, and local partners and champions to expand the project's reach. The Project Public Participation Plan shall also include descriptions of the Consultant's proposed approach for the charrette sessions and community workshops and shall describe how the Consultant will encourage residents to attend each event, including strategies to make each event as accessible as possible.

The Project Public Participation Plan shall be a living document that includes contact information for key stakeholders, members of the public, and other local and regional project participants, and shall be used to provide project updates at key intervals. The Project Public Participation Plan shall adhere to the goals, procedures, and policies of the [StanCOG 2020 Public Participation Plan](#), which was adopted by the StanCOG Policy Board on June 17, 2020.

Deliverables

- Disadvantaged Community Focus Area Identification and Selection Technical Memorandum
- Minimum twice-monthly project management/team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Project Public Participation Plan for the two Disadvantaged Community Focus Areas

2.2 Community Survey

The Consultant shall develop a community-wide survey to be distributed by the Consultant within and across the two Disadvantaged Community Focus Areas. The survey shall be accessible in both digital and physical formats in both Spanish and English. Hard copies will be disseminated along transit lines, in community centers, local and regional faith-based institutions, and other organizations to be determined as part of the Project Public Participation Plan to maximize participation and reach demographic groups less likely to participate in public outreach activities.

Catholic Charities will also provide its local expertise to connect the project with community leaders and others. The survey shall be used to identify areas of needs and opportunities across all modes of transportation, transportation barriers within and beyond the selected communities, and attitudes toward walking, biking, and roadway safety.

The Consultant shall analyze and summarize the results of the survey in a technical memorandum.

Deliverables

- Minimum twice-monthly project management/team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Survey instrument and content
- Draft and Final Survey Analysis and Results Technical Memorandum

2.3 Community Charrettes

The Consultant shall, in coordination with StanCOG and Catholic Charities staff, plan and lead a minimum of two (2) half-day design charrettes (one in each of the two Disadvantaged Community Focus Areas). The events shall be held in central, accessible locations within the Disadvantaged Community Focus Areas at times meant to maximize residents' ability to attend. The charrettes shall encourage residents to share their experiences as bicyclists, pedestrians, transit riders, and drivers in their communities, discuss needs and opportunities and potential solutions, and discuss local priorities.

The Consultant shall design and produce ample visualizations, including maps, graphics, charts and display boards, describing current roadway conditions in the community to encourage discussion. Engineering, design, and planning experts from Consultant staff shall guide the events, and local agencies shall be

invited to provide professional input and participate in the conversations. The Consultant shall provide tools for gathering the public input at the charrettes.

The Consultant shall record and summarize all feedback received during these charrette sessions into a Charrette Technical Memorandum to be incorporated in the final assessment document. The Charrette Technical Memorandum will contain information on when and where the event was held, participant lists, presentation materials, scanned copies or recordings of input received at the event, and all significant findings.

Deliverables

- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Maps, graphics, and charts
- Minimum twice-monthly project management/team meetings
- Meeting agendas
- Meeting minutes and action items
- Draft and Final Charrette Technical Memorandum

2.4 Community Workshops

The Consultant shall lead a minimum of two (2) community workshops (one in each of the Disadvantaged Community Focus Areas) after the community surveys, charrette sessions, and needs assessment to gather additional public input. The Consultant shall present preliminary findings regarding needs and opportunities, strategies and recommendations. The Consultant shall produce visual displays, including maps of the community, draft planning-level renderings, conceptual layouts, diagrams, and cross-sections to communicate potential improvements to residents in multiple languages. Residents and local stakeholders shall be invited to prioritize recommendations and provide input on each potential improvements' feasibility and importance.

The Consultant shall record and summarize the feedback received at the workshops in a Community Workshops Technical Memorandum.

Deliverables

- Visual displays, including maps, planning-level renderings, conceptual layouts, diagrams, and cross-sections
- Minimum twice-monthly project management/team meetings
- Meeting agendas
- Meeting minutes and action items
- Draft and Final Community Workshops Technical Memorandum

Task 3: Existing and Future Conditions Assessment

3.1 Policies and Plans Review

The Consultant shall review all relevant local transportation plans, programs, and policies from federal, State, regional, and local agencies. Such plans and policies include, but are not limited to:

- The 2018 StanCOG Regional Transportation Plan/Sustainable Communities Strategy

- General Plans and Community Plans
- The StanCOG Non-Motorized Transportation Plan
- The District 10 Active Transportation Plan (if complete)
- The City of Modesto Active Transportation Plan (if complete)
- The Strategic Highway Safety Plan
- Other relevant plans related to active transportation implementation and roadway safety

The Consultant shall identify all plans and existing and planned transportation projects within the Disadvantaged Community Focus Areas and shall describe progress made toward implementing those plans and projects. The Consultant shall produce a Policies and Plans Technical Memorandum identifying projects that are planned, programmed, currently under construction, and recently completed within the two Disadvantaged Community Focus Areas. The Consultant shall include, at a minimum, project descriptions, limits, location, costs, construction schedule, including anticipated open to traffic date, and the source of the project information. The Policies and Plans Review Technical Memorandum shall also outline the policies and plans reviewed and discuss their relevance to the two Disadvantaged Community Focus Areas.

Deliverables

- Minimum twice-monthly project management/team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Draft and Final Policies and Plans Review Technical Memorandum

3.2 Data Collection and Analysis

The Consultant shall compile and analyze historic and current transportation-related data in each community. Relevant data shall include, but not be limited to:

- Current and projected demographic data
- Current and projected socio-economic data
- Roadway networks
- Roadway functional classifications
- Transit stops, stations, and routes
- Transit ridership, frequency, and costs
- Availability of smart mobility and ridesharing
- Community health and health outcomes, including asthma rates, obesity rates, and risk of cardiovascular disease
- Active transportation facilities
- Mode share
- Car ownership rates
- Crash data, including bicyclist- and pedestrian-involved crashes
- Land use data
- Crime data
- Electric vehicles utilization and infrastructure

- School locations and educational attainment
- Trip origins, destinations, and length

The Consultant shall map the data using Geographic Information Systems (ArcGIS). The Consultant shall use the data to assess the existing and future conditions of the Disadvantaged Community Focus Areas and compile its findings into an Existing and Future Conditions Technical Memorandum. The information collected within the Existing and Future Conditions Technical Memorandum shall be presented at public outreach events.

Deliverables

- Minimum twice-monthly project management/team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Draft and Final Existing and Future Conditions Technical Memorandum

3.3 Field Surveys

After compiling the community survey results, analyzing the Disadvantaged Community Focus Areas' existing and future conditions, and conducting the charrettes, the Consultant shall visit each of the selected communities and survey transportation facilities highlighted during the public outreach and existing and future conditions data collection and analysis. The focus of the visits shall be on ground-truthing and augmenting and supplementing information obtained in previous tasks by direct observation to assist in identifying conditions and needs. The Consultant shall examine existing conditions for all modes of travel.

Before conducting the field surveys, the Consultant shall prepare a field survey itinerary for the StanCOG Project Manager's review and approval. The itinerary shall identify the facilities, in both tabular and mapped formats, to be analyzed during the field surveys, the features that will be examined, performance metrics used for analysis, and an explanation of how the field survey will be used to develop mobility enhancement concepts.

After completion of the field surveys, the Consultant shall meet with StanCOG, Catholic Charities, local agency representatives, and other key stakeholders to lead a site visit and discuss the preliminary findings of the field surveys.

The Consultant shall take photographs during the field surveys and site visits and maintain a photo log with, at a minimum, GPS coordinates and direction of each photo (e.g. facing north, southeast, etc.).

The Consultant shall prepare a report to document the field surveys and site visit findings in a Field Survey and Stakeholder Site Visit Technical Memorandum.

Deliverables

- Photographs
- Photograph Log
- Minimum twice-monthly project management/team meetings

- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Draft and Final Field Survey and Stakeholder Site Visit Technical Memorandum

Task 4: Recommended Improvement Concepts

4.1 Needs Assessment

Using the results of the community survey, charrettes, policies and plans review, existing and future conditions analysis, and field surveys, the Consultant shall develop a methodology that identifies and assesses each of the communities' transportation needs.

The needs assessment methodology shall include, but not be limited to, the following elements:

- Motor vehicle crash hot spots, including crashes involving pedestrians and bicyclists
- Current and projected demographic and population trends
- Access to quality transit
- Access to active transportation
- Access to recreational, educational, employment, and health care facilities
- Gaps and deficiencies in the existing transportation network
- Mobility and accessibility across all ages and abilities
- Public feedback
- Congestion and vehicle circulation

The Consultant shall provide its analysis of all data in tabulated and mapped formats. The Consultant shall compile its findings in a Needs Assessment Technical Memorandum.

Deliverables

- Twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Draft and Final Needs Assessment Technical Memorandum

4.2 Develop Draft Mobility Enhancement Concepts

The Consultant shall draft renderings and planning-level conceptual layouts, diagrams, and cross-sections of proposed transportation improvements derived from the needs assessment task. The proposed improvements shall consider active transportation gaps, encourage transit use, improve roadway safety, and improve mobility, accessibility and connectivity for all modes, ages, and abilities in alignment with the Needs Assessment Technical Memorandum.

The Consultant shall present its draft concepts during the community workshops task to receive feedback, allow residents to prioritize recommendations, and solicit input from local and regional stakeholders.

Deliverables

- Twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Draft Mobility Enhancement Conceptual layouts

4.3 Finalize Mobility Enhancement Concepts

Based on feedback gathered at the community workshops, the Consultant shall revise its renderings and planning-level conceptual layouts, diagrams, and cross-sections of recommended roadway improvements.

The Consultant shall summarize the changes and produce a final list of proposed recommendations to be included in the final Community Transportation Needs Assessment report. The final concepts shall include implementation plan which includes the prioritized improvements and implementation schedule and next steps to assist local agencies as they pursue funding and prioritize their local projects.

Deliverables

- Twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Final Mobility Enhancement Conceptual layouts

4.4 Identify Cost and Funding Sources

The Consultant shall provide a planning-level cost estimate for each proposed improvement. The Consultant shall also identify potential funding sources for which local agencies, nonprofit organizations, or local stakeholders are eligible. The Consultant shall compile all cost estimates and potential funding sources into a Financial Technical Memorandum.

Deliverables

- Twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Draft and Final Financial Technical Memorandum

Task 5: Develop Community Transportation Needs Assessment

5.1 Develop Administrative and Draft Community Transportation Needs Assessment

At the conclusion of all tasks and deliverables completed throughout the project, the Consultant shall compile all deliverables and findings and create an Administrative Draft Community Transportation Needs Assessment report. The administrative draft shall be made available for StanCOG and Catholic Charities review only.

After addressing all review comments made by StanCOG and Catholic Charities, the Consultant shall produce a Draft Community Transportation Needs Assessment, which shall be made available for public comment for a minimum of 30 days.

The Consultant shall present the Draft Community Transportation Needs Assessment to the StanCOG standing advisory committees and the StanCOG Policy Board.

Deliverables

- Minimum twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Administrative Draft and Draft Community Transportation Needs Assessment

5.2 Develop Draft Final and Final Community Transportation Needs Assessment

The Consultant shall address all comments received on the draft after the public comment period and shall develop the Draft Final Community Transportation Needs Assessment document. The Consultant shall present the Draft Final report to the StanCOG standing advisory committees and the StanCOG Policy Board for final adoption or acceptance. The Consultant shall address any comments received on the Draft Final report. The Draft Final Community Transportation Needs Assessment will be updated to Final upon Policy Board approval.

Deliverables

- Minimum twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates
- Draft Final and Final Community Transportation Needs Assessment

5.3 Deliverables

The Consultant shall deliver interim deliverables in Administrative Draft (for StanCOG internal review), Draft, and Final forms. For deliverables to be presented to the StanCOG Policy Board, the Consultant shall submit an Admin Draft (for StanCOG internal review), Draft, Draft Final, and Final forms. Documents shall be provided to StanCOG with a minimum of 10 to 15 business days for review and comment. When

StanCOG needs to coordinate with additional agencies or obtain additional comments from StanCOG committees or other stakeholders, the Consultant shall present major deliverables with additional time for review and comment.

Less time will be needed for StanCOG review of lower priority intermediate work products (meeting agendas, minutes and summaries, and monthly status reports). Lower priority work products shall require additional review cycles at StanCOG's discretion.

The Consultant shall revise or update deliverables in response to comments. Comments shall be provided to the Consultant by StanCOG using the Microsoft Word tracking tool. Excel spreadsheets may be utilized by the Consultant for project tracking, annotations, and resolving responses to StanCOG or stakeholders, if agreeable to the StanCOG Project Manager.

Major intermediate deliverables shall be returned by the Consultant to StanCOG with changes using a tracking tool (responses to comments) within 2 weeks (10 business days) of receiving comments with comments addressed. Lower priority deliverables shall be returned to StanCOG within 1 week (5 business days) or less of receiving comments with comments addressed.

The Consultant shall prepare the project schedule with consideration of the required turnaround times and review cycles with respect to the overall timeline for the Community Transportation Needs Assessment's completion. Opportunities will be provided during project schedule development, and at the time of initiation of work on each deliverable, to revisit the established protocol and consider if there is a need to adjust review cycles/turnaround times, on a case-by-case basis, to ensure some flexibility is afforded, as special circumstances may arise where adjustments are warranted. Any changes to the protocol will be subject to StanCOG approval.

All technical memoranda produced over the course of the project's development shall include an explanation of the methodology or methodologies applied, analysis results compiled into tabular formats and accompanying graphics, key findings, and sources for all data used. All technical memoranda shall also be included as a chapter in the Administrative Draft, Draft, Draft Final, and Final Community Transportation Needs Assessment.

The number of review cycles for Administrative Draft, Draft, Draft Final and Final versions may be reduced (for a lower priority intermediate work product, for example) if the StanCOG Project Manager determines that a single review cycle will be sufficient. Additional review cycles will be required with shortened turnaround times, however, as one potential remedy for inadequate or nonperformance, should the Consultant's deliverables fail to meet the requirements of the statement of work, fail to adequately address review comments and/or are incomplete or otherwise inadequate/unacceptable.

The Consultant shall deliver a minimum of three (3) color hard copies of the Draft versions of the Community Transportation Needs Assessment, upon request. The Consultant shall deliver 20 color hard copies of the Final version of the Assessment. The finishing and binding options for final deliverables shall be discussed during the kick-off meeting, and the preferred approach shall be identified with approval by StanCOG. All deliverables shall be provided in complete electronic file formats.

The Consultant shall be responsible for reproduction and shall provide both hard copy and electronic file copies of deliverables to the StanCOG Project Manager. The Consultant shall provide support for

distribution of deliverables to others (e.g. for transmittal to the relevant committees, project participants and/or stakeholders and the public, upon request).

The Consultant shall possess the capability to transmit electronic files in a compressed zipped folder via email, and a Consultant FTP and mobile/flash drive upon request. Electronic files shall be delivered by the Consultant in native file formats, formats compatible with available StanCOG software, and in PDF format, upon request.

Hard copy deliverables shall be printed on 8 ½ x 11 paper with color figures embedded in text or figures on separate 8 ½ x 11 or 11 x 17 paper, or larger size if necessary (e.g. for displays), at an appropriate scale to effectively convey the information presented. The Consultant shall solicit input from StanCOG prior to each submittal deadline to determine if any adjustments to the agreed upon protocol are needed, such as adjustments to the number of copies, format, size and/or distribution method. This flexibility will be necessary to adapt to the deliverable types to be produced over the course of the project.

For presentations to the StanCOG Policy Board and stakeholders, the Consultant shall be responsible for producing, preparing, and displaying poster-size maps, layouts, graphics, or display boards as needed.

The Consultant shall be responsible for developing databases, graphics, charts, tables, figures and GIS maps/layouts to provide illustrations to support the various phases of the planning process. The Consultant shall deliver these work products to StanCOG in hard copy and in electronic formats. Work products in electronic formats will be provided in native file formats, in formats compatible with available StanCOG software, and in PDF format, upon request. Digital files developed by the Consultant shall be converted to a standard file type used by StanCOG for future use. Electronic file copies shall be named using a file naming convention that identifies the contents of the file, the date it was completed, and the authors initials and if the file is a draft or the final version. The Consultant shall provide complete GIS files (including accurate/complete Federal Geographic Data Committee (FGDC) compliant metadata files).

Task 6: Fiscal Management

6.1 Invoicing

The Consultant shall complete and submit invoices for reimbursement to the StanCOG Project Manager on a monthly basis.

Deliverables

- Monthly Consultant invoices
- Minimum twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates

6.2 Quarterly Reports

StanCOG will submit quarterly reports to Caltrans district staff providing a description of activities of project progress, grant/local cash match expenditures, and anticipated completion dates for major

deliverables. The Consultant shall provide the information and text necessary to complete the quarterly reports at the request of the StanCOG Project Manager.

Deliverables

- Caltrans quarterly report content
- Minimum twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- Project Management Support: List of completed, current and upcoming activities, milestones and deliverables, identifying responsible parties and completion dates

Schedule

The Consultant shall complete all deliverables and tasks in accordance with the project schedule presented in Appendix C. All work for this project shall be completed by December 31, 2022.

Required Content of the Proposal

The proposal shall be concise, well-organized, and demonstrate the firm and/or team's qualifications and experience applicable to the project. The proposal shall be limited to 30 one-sided pages (8.5"x11"). 11" x 17" pages for graphics count as one (1) page, if needed. A summary of qualifications can be included in lieu of résumés in the proposal body. In this case, proposers shall submit complete résumés in an appendix, which will not count toward the 30-page limit.

The "Proposal" document shall contain three sections:

1. Cover Letter
2. Section I – Project Understanding and Qualifications
3. Section II – Project Approach and Methodologies
4. Section III – Detailed Project Budget and Schedule

Firm and/or teams must submit the four (4) elements to be considered for award of a contract.

Cover Letter

The submittal shall include a letter describing the firm and/or team's interest in providing the scope of services for the project and proposed project team participants and their representatives and roles. The person authorized by the firm and/or team to negotiate a contract with StanCOG shall sign the cover letter. The Consultant shall include the name, phone number, mailing address, and e-mail address of a contact person for the proposal process.

Section I: Project Understanding and Qualifications

Proposals shall include a description of the firm and/or team's understanding of the project and a narrative on how to accomplish the task. Additionally, proposers are required to include a Qualifications section, including complete information about the firm and/or team and its ability to perform the tasks described in the Scope of Work.

This section shall include responses to the following questions:

1. Brief history of the firm and/or team, including key personnel.
2. Names and résumés of project manager and task leads and other personnel that will be assigned to this project. Résumés shall identify the affiliated firm.
3. Organization chart of project personnel, identifying the Project Manager, the Principal-in-Charge, the task leads and supporting staff. The organization chart shall identify which staff are affiliated with the prime Consultant and which are with any subconsultants by firm name.
4. Description of experience (firm and/or team and project personnel) on similar projects, including descriptions of firm's ability to complete projects on deadline and within budget.

5. Description of project management system to track project tasks, deliverables, and expenditures.
6. Statement of project understanding.
7. Client references from recent related projects and the name, address, and phone number of a person to contact. If the client is no longer at the agency, then please provide their current contact information.
8. Indicate for each project reference provided if the project was completed on schedule and within budget, and when the project was conducted.
9. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work.
10. Appendix – Résumés if not included in the body of the proposal. The 30-page limit shall not apply to the appendix.

Section II: Project Approach and Methodologies

This section shall present the Consultant’s technical and project management approach. With regard to the technical approach, the Consultant is asked to provide a detailed description of the Consultant’s proposed methodology for its public outreach program, existing and future conditions assessment, needs assessment, recommended improvement concepts, and ability to incorporate public feedback into all major deliverables.

Section III: Detailed Project Budget and Schedule

The Consultant shall present a Cost Proposal/Project Budget that provides a detailed cost breakout of all work associated with the project. The budget shall provide information on the number of work hours and both loaded and raw wage rates for each of the Consultant’s participating staff members, and identify all project costs (direct costs, indirect costs, fees, and total costs). Each work task shall be accompanied by proposed deliverables.

The Consultant shall also include a detailed project schedule in the body of the proposal that identifies the project tasks and associated timeline for each task. The Consultant shall also identify project deliverables, meetings, and milestones. The schedule included in the body of the proposal shall omit cost estimates.

The sealed Cost Proposal of the highest ranked firm will be opened after proposals have been reviewed and ranked. If submitting the Cost Proposal using the StanCOG e-procurement portal on Procurenow, the Consultant shall follow the instructions detailed on the online portal.

ALL costs incurred and billed to StanCOG, including labor, equipment, materials, overhead, and profit shall be included within the firm and/or team’s RFP Pricing element. The cost for any insurance and bonding shall be separately identified.

Proposal Delivery

Following Governor Newsom’s Executive Order N-29-20, to mitigate against the spread of COVID-19 and protect the health of its staff and the public, the StanCOG offices are closed to the public until further notice. StanCOG remains open for business and its staff is continuing to work remotely.

For this reason, proposals for the Community Transportation Needs Assessment may be submitted digitally. Consultants may submit proposals using StanCOG's electronic bidding and vendor registration system available via the following link: <https://secure.procurenow.com/portal/stancog>. Consultants who elect to submit a proposal using this option shall follow the steps described within the E-Procurement Portal.

Consultants who elect to submit hard copies of their proposals shall use a delivery service. Hard copies shall include complete proposals (one original and four (4) additional signed color copies, including attachments and a complete electronic file version on a flash drive) and be addressed to Isael Ojeda, Senior Planner, at the Stanislaus Council of Governments at 1111 I Street, Suite 308, Modesto, CA 95354.

All hard copy proposals will be accepted only on November 9, 2020, during business hours at or before 3:00 p.m. Proposals received after that time will be returned unopened to the respective firm and/or team and will not be considered for evaluation. Fax or email proposals will not be accepted.

All proposals shall be submitted in a sealed envelope and clearly identified on the outside to list the following information:

- a. PROPOSAL NAME
- b. NAME OF FIRM AND/OR TEAM
- c. DATE PROPOSAL SUBMITTED

Consultant Selection Process

Evaluation Committee

The Evaluation Committee will be comprised of StanCOG staff and Catholic Charities staff. Other Evaluation Committee members may include local agency staff. Proposal documentation requirements set forth in the RFP are designed to provide guidance to the submitting firm or team concerning the type of information that shall be used by the Evaluation Committee. The firm or team shall be prepared to respond to requests by the Evaluation Committee for any oral presentations and other items deemed necessary to assist in the evaluation process. All contact during the evaluation phase shall be through the StanCOG Contract Administrator or Project Manager. Prospective Consultants shall neither contact nor lobby Evaluation Committee members during the evaluation process. Attempts to contact Evaluation Committee members may jeopardize the integrity of the selection process and risk disqualification.

Evaluation Steps

The Evaluation Committee will likely take the following steps to evaluate proposals. Strict observance of these steps is neither required nor guaranteed. StanCOG reserves the right to modify the times, dates, and communications process as needed to accommodate unforeseen circumstances and Evaluation Committee needs.

1. Review and evaluate all proposals received
2. Identify a list of the top proposals
3. Consultant interview(s) if deemed necessary by StanCOG
4. Rank proposals based on the evaluation and interview findings

5. StanCOG staff recommendation to Policy Board

The Evaluation Committee shall be responsible for performing the evaluation of each proposal.

Scoring Criteria

Specific considerations shall be given to:

1. Understanding of the work to be performed **(20 points)**
2. Methodology for each of the major tasks. **(20 points)**
3. The qualifications, experience, ability, capacity, and skill of the firm and/or team to complete the project in the time specified, without delay; **(20 points)**
4. Quality of the firm or team's response to the RFP including adherence to format, completeness, and extent of documentation; **(10 points)**
5. The quality, experience, and availability of the proposed manager and staff for the project; **(10 points)**
6. The list of services to be provided, including the approach to project delivery; **(10 points)**
7. Demonstration of successful, on-time performance of similar projects; **(5 points)**
8. Other factor(s) deemed to be in the best interests of StanCOG. **(5 points)**

Tentative schedule for Consultant selection

Notification of Request for Proposal	October 9, 2020
Final day to submit questions	October 23, 2020, 3:00 p.m.
Responses to questions to be posted	November 2, 2020
Proposals due to StanCOG	November 9, 2020, 3:00 p.m.
Evaluation Committee Review and Meetings	November 10 - November 20, 2020
Interview of Finalists	November 23 - December 4, 2020
Presentation of recommendation to Executive Committee	January 11, 2021
Presentation of recommendation to Policy Board for adoption	January 20, 2021
Anticipated Notification to Proceed	January 21, 2021

Proposal Inquiries

Questions regarding this proposal shall be made in electronic form and referred to:

Isael Ojeda, Senior Planner
Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
(209) 525-4632
E-mail: iojeda@stancog.org

All questions, clarifications, and interpretations of the RFP will be made in electronic form and will be posted on the StanCOG website. No oral questions or inquiries (e.g. in person or by phone) about this RFP shall be accepted. Oral explanations or instructions given before the award of the contract shall not be binding.

FORM AGREEMENT, EXECPTIONS, AND ALTERNATIVES

The Agreement in Attachment B to this RFP and, by this reference, made a part hereof, contains terms and conditions that apply to the performance of this work. If the firm and/or team suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful firm or team will be expected to sign the Agreement upon award of contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. StanCOG expressly reserves the right, in its sole discretion, to: (1) reject a proposal containing any exception or alternatives as nonconforming; or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of StanCOG.

CONTRACT AWARD

Within sixty (60) days after the proposal due date, StanCOG may award a contract to the most qualified firm and/or team, subject to the right of StanCOG to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of StanCOG, if required to evaluate proposals or for such other purposes as StanCOG may determine, unless the firm and/or team objects to such extension in writing with its proposal.

AFFIRMATIVE ACTION POLICY

StanCOG does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap, or ownership by women or minorities. All bidders must abide by and incorporate into their proposal the most recent State of California Department of Transportation DBE Race Conscious program.

ADDITIONAL TERMS AND CONDITIONS

Cost of Preparation of Proposal and Contract

StanCOG shall not pay costs incurred in the proposal preparation, printing, demonstration process, or contract negotiation. All such costs shall be borne by the firm and/or team.

Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request for Proposals and all reports, charts, coverage maps, displays, exhibits, and other documentation produced by the firm and/or team are submitted as part of the proposal shall become the property of StanCOG after the proposal submission deadline. Material that is **confidential** or **proprietary** shall be marked “**Confidential**” or “**Proprietary.**” After the RFP is awarded to the successful firm and/or team, all submitted material becomes public information unless marked “**Confidential**” or “**Proprietary.**”

Modification to Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of StanCOG. In the event that any additional services are required as identified herein, StanCOG reserves the right to add such services or tasks by amending the Contract.

Right of StanCOG to Reject Proposals

StanCOG reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposal as StanCOG may deem necessary.

Exceptions

The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

Award

StanCOG reserves the right to award this contract to the firm and/or team whose total aggregate proposal is most responsive to the need of StanCOG. An evaluation of the firm and/or team’s ability, quality, and performance on previous or current contracts will be used as a basis of award for any resultant contract.

Irregularities

StanCOG reserves the right to waive any informalities or minor irregularities in connection with proposals received.

STANISLAUS COUNCIL OF GOVERNMENTS MAY NOT ACCEPT A PROPOSAL FAILING TO COMPLY WITH ANY OF THE REQUIREMENTS STATED IN THIS REQUEST FOR PROPOSAL.

IMPORTANT RFP INSTRUCTIONS

CONSULTANTS WHO ELECT TO SUBMIT PROPOSALS USING STANCOG'S ELECTRONIC BIDDING AND VENDOR REGISTRATION SYSTEM SHALL FOLLOW THE STEPS DESCRIBED WITHIN THE E-PROCUREMENT PORTAL AVAILABLE VIA THE FOLLOWING LINK:

<HTTPS://SECURE.PROCURENOW.COM/PORTAL/STANCOG>

CONSULTANTS WHO ELECT TO SUBMIT HARD COPIES OF THEIR PROPOSALS ARE REQUIRED TO SUBMIT ONE ORIGINAL AND FOUR (4) ADDITIONAL SIGNED COLOR COPIES AND A COMPLETE ELECTRONIC COPY (ON CD OR FLASH DRIVE) OF THIS PROPOSAL INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS ON THE DATE, TIME, AND LOCATION SPECIFIED ON THE COVER SHEET. PLEASE REFER TO THE PROPOSAL DELIVERY INSTRUCTIONS FOR MORE INFORMATION.

FAILURE TO FOLLOW THESE INSTRUCTIONS MAY CAUSE YOUR PROPOSAL TO BE REJECTED

APPENDIX A – DECLARATION UNDER PENALTY OF PERJURY

DECLARATION UNDER PENALTY OF PERJURY

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the proposal

To the Stanislaus Council of Governments:

The undersigned, as firm, certifies under the penalty of perjury that the only persons or parties interested in this proposal as principals are those named herein as firm; that this proposal is made without collusion with any other person, firm, or corporation; that in submitting this proposal the undersigned has examined the **“Conditions and Instructions to Firms”** and the specifications; that the undersigned proposes and agrees if this proposal is accepted, the undersigned will execute and fully perform the contract for which proposals are called; and that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth.

Name of Firm and/or team: _____

Address: _____

Telephone: _____

Fax Number: _____

E-mail Address: _____

- Type of Business
- Individual doing business under own name
 - Individual doing business using firm name
 - Corporation
 - Partnership
 - Joint Venture (Please attach Joint Venture Agreement)

Type or Print Name and Title

Signature

APPENDIX B – SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

between

STANISLAUS COUNCIL OF GOVERNMENTS (StanCOG),

and

THIS AGREEMENT is made and entered into as of _____, 2010 by and between the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq., hereinafter referred to as "StanCOG," (formerly Stanislaus Area Association of Governments or SAAG) and _____, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, StanCOG desires to provide professional support services to local agencies delivering transportation projects with State and Federal funds and StanCOG desires to retain and employ the services of CONSULTANT to provide those services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1.0. SCOPE OF SERVICES

1.1. The work to be performed by CONSULTANT is specified in Exhibit "A," "Scope of Services" and the approved CONSULTANT's Cost Proposal dated _____, specified in Exhibit "B," "Cost Proposal" both of which are attached hereto and incorporated by reference.

1.2. Services and work provided by the CONSULTANT at StanCOG's request under this AGREEMENT shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.

1.3. CONSULTANT must be expressly authorized to perform any of the required services under this AGREEMENT by the Executive Director of StanCOG or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis or as determined by the Executive Director or a designated representative.

2.0. TERM

2.1. CONSULTANT's services herein under shall commence upon StanCOG's written authorization to proceed and shall be completed according to a mutually agreed-upon schedule for services and work as identified in Exhibit "A" unless terminated or extended as hereinafter provided.

3.0. TERMINATION

3.1. StanCOG may terminate this AGREEMENT, in whole or in part, at any time prior to completion by CONSULTANT of the work specified in Exhibit "A", upon five (5) calendar days written notice to CONSULTANT. Upon receipt of written notice of such termination, CONSULTANT shall promptly cease all services on this project, unless otherwise directed by StanCOG in writing.

3.2. This AGREEMENT shall terminate automatically upon CONSULTANT's bankruptcy, insolvency or death.

3.3. All supporting studies, data, reports, plans, correspondence and other written, printed or tabulated material pertaining in any way to work performed, accumulated or generated by CONSULTANT pursuant to this AGREEMENT, whether finished or not, shall become the property of StanCOG and shall be delivered within ten (10) days of receipt of notice of termination by StanCOG.

3.4. After all documents are received from CONSULTANT, StanCOG shall pay CONSULTANT the sum due for work performed in accordance with Section 3.6.

3.5. CONSULTANT may terminate this AGREEMENT if StanCOG fails to make any undisputed payment to CONSULTANT when due in accordance with this AGREEMENT and such failure remains uncured for thirty (30) days after written notice to StanCOG of such default and of Consultant's intent to terminate.

3.6. If this AGREEMENT is terminated by either party, StanCOG shall pay CONSULTANT the sum due for work performed as of the date notice of termination is received for which payment has not been made. In no event shall this sum exceed _____ AND 00/100 (\$AMOUNT). Such payment shall be CONSULTANT's sole and exclusive compensation and StanCOG shall have no further liability or obligation to CONSULTANT for any other compensation, including with out limitation, anticipated profit, prospective losses or consequential damages of any kind.

4.0. COMPENSATION AND METHOD OF PAYMENT

4.1. CONSULTANT shall perform all work described in Exhibit "A" of this AGREEMENT and receive compensation on a time and materials basis for all work performed in accordance with Exhibit "A" of this AGREEMENT. StanCOG shall pay CONSULTANT on the basis of the progress as reported by authorized activities and hours expended.

4.2. The CONSULTANT will be reimbursed for hours worked at the hourly rate specified in the approved Cost Proposal.

4.3. Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid CONSULTANT under this AGREEMENT exceed the sum of _____AND 00/100 (\$AMOUNT).

4.4. StanCOG shall make payment monthly to CONSULTANT within thirty (30) calendar days of receipt of an acceptable invoice. Payment shall be based on the hours reported by the CONSULTANT. All invoices shall not be more often than monthly and shall be made in writing and delivered, mailed, or faxed to StanCOG as follows:

Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
FAX (209) 558-7833
Attention: Accounts Payable

4.5. Except as expressly provided in this AGREEMENT, CONSULTANT shall not be entitled to nor receive from StanCOG any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this AGREEMENT. Specifically, CONSULTANT shall not be entitled by virtue of this AGREEMENT to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

4.6. CONSULTANT shall be reimbursed for travel, lodging, meals, and incidentals where travel is authorized and required by StanCOG for the performance of CONSULTANT's services. Receipts for travel expenses will not be required at time of invoicing; however, all charges must be exclusively for services performed for this AGREEMENT and a hard copy audit trail available upon request.

4.7. Unless otherwise provided in Exhibit "A", CONSULTANT shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for CONSULTANT to provide the services identified in Exhibit "A" of this AGREEMENT. StanCOG is not obligated to reimburse or pay CONSULTANT for any expense or cost incurred by CONSULTANT in procuring or maintaining such items. Responsibility for the costs and expenses incurred by CONSULTANT in providing and maintaining such items is the sole responsibility and obligation of CONSULTANT.

4.8. StanCOG will not withhold any Federal or State income taxes or Social Security tax from any payments made by StanCOG to CONSULTANT pursuant to this AGREEMENT. StanCOG has no responsibility or liability for payment of CONSULTANT'S taxes or assessments.

4.9. All Subcontracts in excess of \$25,000 shall contain the provisions contained in this Section 4.

5.0. CHANGES AND EXTRA SERVICES

5.1. StanCOG and CONSULTANT may mutually agree to changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written change orders which shall specify the changes ordered and the adjustment of compensation and completion time required thereof. All change orders shall be executed by the Executive Director of StanCOG or a designated representative, and CONSULTANT.

5.2. Any services added to the scope of this AGREEMENT by a change order shall be executed under all applicable conditions of this AGREEMENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed change order.

6.0. INSURANCE

6.1. CONSULTANT shall, at its own expense, procure and maintain in effect at all times during this AGREEMENT, insurance coverage provided by a California admitted insurer licensed to transact business in California, as least as broad as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services set forth in Exhibit "A" of this AGREEMENT by the CONSULTANT or CONSULTANT's agents, representatives, employees, or subcontractors as follows:

A. General Liability.

Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than ONE MILLION DOLLARS (\$1,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act by CONSULTANT under this AGREEMENT or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability Insurance.

If the CONSULTANT or the CONSULTANT's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this AGREEMENT, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury damage with limits of no less than ONE MILLION DOLLARS (\$1,000,000) per incident or occurrence, and providing property damage liability of no less than TWO HUNDRED FIFTY THOUSAND DOLLARS \$250,000 per incident or occurrence.

C. Workers' Compensation Insurance.

Workers' Compensation Insurance as required by the California Labor Code. In signing this AGREEMENT, the CONSULTANT certifies under

section 1861 of the California Labor Code that CONSULTANT is aware of the provisions of section 3700 of the Labor Code 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 that the CONSULTANT will comply with such provisions before commencing the performance of the work of this contract, as necessary.

D. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00).

6.2. Deductibles, Self-Insured Retentions, Named Insured. Any deductibles, self-insured retentions, or name insureds must be declared in writing and approved by StanCOG.

6.3. Other Insurance provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages.

(1). Endorsements providing that such insurance is the primary insurance and no insurance of StanCOG will be called upon to contribute to a loss.

(2). 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.

B. All Coverage.

(1). Each insurance policy required by this paragraph shall not be altered, suspended, voided, or canceled by either party, or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to StanCOG.

Any failure of CONSULTANT to comply with reporting provisions of the policies shall not affect coverage provided to StanCOG or StanCOG's board members, officers, employees, or volunteers.

6.4. Verification of Coverage. Prior to performing any term or condition of the AGREEMENT, CONSULTANT shall furnish StanCOG with evidence of insurance effecting coverage required by this section.

6.5. Subcontractors. All insurance coverage for subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

7.0. STATUS OF CONSULTANT

7.1. All acts of the CONSULTANT, its agents, officers, employees, and all others acting on behalf of the CONSULTANT relating to the performance of this AGREEMENT, shall be performed as independent contractors and not as agents, officers, or employees of StanCOG. CONSULTANT has full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in performance of services under this AGREEMENT. CONSULTANT shall be responsible for its own acts and those of its agents and employees during the term of this AGREEMENT. CONSULTANT, by virtue of this AGREEMENT, has no authority to bind or incur any obligation on behalf of StanCOG. Except as expressly provided in Exhibit "A", CONSULTANT has no authority or responsibility to exercise any rights or power vested in StanCOG. No agent, officer, or employee of StanCOG is to be considered an employee of the CONSULTANT. It is understood by both CONSULTANT and StanCOG that this AGREEMENT shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

7.2. CONSULTANT, its agents, officers, and employees are and at all times during the term of this AGREEMENT, shall represent and conduct themselves as independent contractors and not as employees of StanCOG.

7.3. If in the performance of this AGREEMENT, CONSULTANT employs any third persons, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law, shall be determined by the CONSULTANT.

7.4. It is understood and agreed that as an independent contractor and not an employee of StanCOG, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a StanCOG employee, right to act on behalf of StanCOG in any capacity whatsoever as an agent, or to bind StanCOG to any obligation whatsoever.

7.5. It is further understood and agreed that CONSULTANT must issue W-2 forms or the forms as required by law for income and employment tax purposes for all of CONSULTANT's assigned personnel under terms and conditions of the AGREEMENT.

7.6. As an independent contractor, CONSULTANT hereby indemnifies and holds StanCOG harmless from any and all claims that may be made against StanCOG based upon any contention by any third party that employer-employee relationship exists by reason of this AGREEMENT except where StanCOG controls, directs, supervises or trains CONSULTANT's employees.

7.7. A material covenant of this AGREEMENT is that CONSULTANT shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of CONSULTANT. The designated individuals shall, so long as their performance continues to be acceptable to StanCOG, remain in charge of the work and services as identified in Exhibit "A" from beginning through completion.

A. Project Manager: _____

B. Environmental Manager: _____

8.0. DEFENSE AND INDEMNIFICATION

8.1. CONSULTANT, its agents, officers, and employees shall defend, indemnify, and hold harmless StanCOG, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this AGREEMENT, including the negligent or wrongful acts in the performance of this AGREEMENT, by CONSULTANT or CONSULTANT's agents, officers, employees and subcontractors, or any of them. CONSULTANT's obligation to defend, indemnify, and hold StanCOG, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. CONSULTANT's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any negligent or wrongful act or omission of the CONSULTANT, its agents, employees, or any one directly or indirectly employed by any of them.

8.2. CONSULTANT's obligation to defend, indemnify, and hold StanCOG, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirements in this AGREEMENT for CONSULTANT to procure and maintain a policy of insurance.

8.3. To the extent permitted by law, StanCOG shall indemnify, hold harmless and defend CONSULTANT and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of or resulting from any negligence or wrongful acts of StanCOG and its officers, or employees in the performance of this AGREEMENT.

8.4. Notwithstanding any other provision of this AGREEMENT, the total aggregate liability of CONSULTANT arising out of the breach of this AGREEMENT shall not exceed the CONSULTANT'S contract value paid under this AGREEMENT. CONSULTANT and StanCOG shall not be liable to each other for indirect or consequential damages, including loss of use, revenue or profit, if such damages are asserted on the basis of breach of contract. The waiver of liability shall not apply to such damages as may be incurred and claimed by StanCOG.

9.0. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

9.1. Any licenses, certificates, or permits required by the Federal, State, County, or local governments for CONSULTANT to provide the services and work described in Exhibit "A" must be procured by CONSULTANT and valid at the time CONSULTANT enters into this AGREEMENT. Further, during the term of this AGREEMENT, CONSULTANT must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONSULTANT at no expense to StanCOG.

10.0. StanCOG PROPERTY

10.1. All data, reports, surveys, studies, drawings, and other documents and materials made available to CONSULTANT by StanCOG for use by CONSULTANT in the performance of its services under this AGREEMENT shall be made available for information only and shall be returned to StanCOG at the completion or termination of this AGREEMENT, if so requested by StanCOG.

10.2. CONSULTANT shall be entitled to reasonable rely upon the accuracy and completeness of StanCOG and others records and information provided to CONSULTANT. CONSULTANT shall not be held responsible for reasonable reliance on documentation/data, and reports provided by StanCOG or others where defects or deficiencies are later found in such work. CONSULTANT will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any future project since these efforts are solely StanCOG's and others responsibility.

10.3. All drawings, designs, specifications, manuals, reports, studies, surveys, models, and any other documents, materials, data, and products prepared by CONSULTANT in connection with the services under this AGREEMENT shall be the property of StanCOG and copies shall be delivered to StanCOG upon completion of the work, upon request by StanCOG, or upon termination of this AGREEMENT. CONSULTANT shall be responsible for the preservation of any and all such documents, materials, data, and products prior to transmittal to StanCOG; and CONSULTANT shall replace any such documents, materials, data and products as are lost, destroyed, or damaged while in its possession without additional cost to StanCOG. CONSULTANT shall not sell any of the above documents and products prepared by CONSULTANT under this AGREEMENT to any other party without the express written consent of StanCOG. Any third party use of documents and materials prepared by CONSULTANT or the CONSULTANT's subcontractors in execution of this AGREEMENT should reference CONSULTANT as the preparer of that document or material. At the termination of the AGREEMENT, CONSULTANT will convey possession and title to all such properties to StanCOG.

11.0. COPYRIGHTS

11.1. CONSULTANT shall be free to copyright material developed under this AGREEMENT with the provision that StanCOG and the funding agencies reserve a royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the material for government or public purposes. StanCOG and the funding sources shall be credited on all materials developed under this contract.

12.0. SUBCONTRACTS

12.1. CONSULTANT shall not subcontract all or any portion of its services under this AGREEMENT without the prior written approval of the Executive Director of StanCOG,

and any attempt shall be void and unenforceable. In the event that CONSULTANT enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to CONSULTANT and StanCOG shall have no obligation to them.

12.2. CONSULTANT shall include all provisions of this AGREEMENT, modified only to show the particular contractual relationship, in all its subcontracts connected with carrying out its AGREEMENT, except contracts for standard commercial supplies of raw materials. No subcontract shall include a cost plus a percentage of cost method of payment.

13.0. ASSIGNMENT OF AGREEMENT

13.1. CONSULTANT shall not assign or subcontract this AGREEMENT, or any part thereof without prior express written consent of StanCOG, and any attempt shall be void and unenforceable. Further, CONSULTANT shall not assign any monies due or to become due under this AGREEMENT without the prior written consent of StanCOG.

14.0. EQUAL EMPLOYMENT OPPORTUNITY

14.1. In connection with the performance of services provided for under this AGREEMENT, it is agreed that CONSULTANT, its agents, officers, and employees shall not, on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally-protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws, unlawfully discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

14.2. CONSULTANT and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations.

14.3. In the event of CONSULTANT's noncompliance with the nondiscrimination clause of this AGREEMENT or with any such rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further StanCOG contracts.

14.4. CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

14.5. CONSULTANT shall comply with the provisions of Form FHWA 1273 "Required Contract Provisions for Federal-Aid Construction Contracts" which is set forth in full as Exhibit "C" attached hereto and incorporated by reference. [****Required for all federal-aid highway construction contracts and subcontracts at any tier of \$10,000 or more****].

15.0. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E.)

15.1. Policy. It is the policy of StanCOG that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of work under this AGREEMENT. The D.B.E. requirements of 49 CFR, Part 26, apply to this AGREEMENT. StanCOG shall not discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally-protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws in the award and performance of any DOT-assisted contract or in the administration of the Disadvantaged Business Enterprise (DBE) Program or the requirements of 49 CFR part 26. StanCOG shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. StanCOG's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to StanCOG of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program fraud Civil Remedies Act of 1986 (31 U.S.C. 3901 et seq.).

15.2. Contract Assurance. CONSULTANT shall not discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally-protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as receipt deems appropriate.

15.3. D.B.E. Obligation. CONSULTANT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26 has the maximum opportunity as subcontractors to compete for work and perform under this AGREEMENT.

15.4. Prompt Payment of Funds. No retainage will be held by StanCOG from payments due the CONSULTANT. Any retainage held by the CONSULTANT from payments due any subcontractors shall be promptly paid in full to subcontractors for satisfactory performance no later than ten (10) days from the receipt of each payment the CONSULTANT receives from StanCOG. Federal law (49 CFR 26.29) requires that any delay or postponement of payment beyond thirty (30) days may take place for good cause and with StanCOG's prior written approval. Any violation of this provision shall subject the CONSULTANT to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONSULTANT in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subcontract performance, or noncompliance by a subcontractor. This provisions applies to both DBE and non-DBE prime contractors and subcontractors.

15.5. DBE Records. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- A. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report - Utilization of Disadvantaged Business Enterprises (DBE)," certified correct by the CONSULTANT or the CONSULTANT's authorized representative and shall be furnished to StanCOG with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONSULTANT when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to StanCOG.

15.6. DBE Certification and De-Certification Status. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONSULTANT in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to StanCOG within thirty (30) days.

15.7. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions contained in this Section 15.

16.0. NONDISCRIMINATION CIVIL RIGHTS ACT OF 1964

16.1. CONSULTANT shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, as amended. Accordingly, during the performance of this AGREEMENT, the CONSULTANT shall comply with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b), which is made a part of this AGREEMENT.

17.0. PROHIBITED INTEREST

17.1. No member, officer, or employee of StanCOG, during his/her tenure or for one year prior to or thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof. No member of or delegate to the Congress of the United States or the Legislature of the State of California shall be admitted to have any share or part of this AGREEMENT or to any benefit arising therefrom. The date of determination shall be the date of AGREEMENT execution.

17.2. CONSULTANT warrants that it has not employed nor retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or

secure this AGREEMENT, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, StanCOG shall have the right to terminate this AGREEMENT without liability.

18.0. CONFLICTS

18.1. CONSULTANT hereby certifies that it presently has no interest and shall not acquire any financial or business interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed by CONSULTANT.

18.2. CONSULTANT further certifies that it has made a complete disclosure to StanCOG of all the facts bearing upon any possible financial, business, or other interest, direct or indirect, which it believes any member of StanCOG, other officer, agent or employee of StanCOG presently has, or will have in this AGREEMENT, in the performance thereof, in any portion of the profits thereunder, or in any ensuing StanCOG construction project. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by StanCOG.

18.3. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Section 18.

19.0. COVENANT AGAINST CONTINGENCY FEES

19.1. The CONSULTANT warrants that it has not employed nor retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this AGREEMENT. For breach or violation of this warranty, StanCOG shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

20.0. STATEMENT OF COMPLIANCE

20.1. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

21.0. DEBARMENT AND SUSPENSION CERTIFICATION

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

21.2. Exceptions will not necessarily result in denial of award of the agreement, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

22.0. LAWS AND REGULATIONS

22.1. CONSULTANT shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of the Federal, State or local government, and any agency of such government, including, but not limited to StanCOG, the Federal Highway Administration, Caltrans, and the Office of Management and Budget (OMB) which relate to or in any manner affect the performance of this AGREEMENT. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on StanCOG as a recipient of Federal or State funds are hereby imposed on CONSULTANT including, but not limited to, OMB Circular A-102 Attachment O as referenced in 23 CFR 172.7 which are herein incorporated by this reference and made a part thereof.

23.0. RECORDS AND AUDIT

23.1. CONSULTANT shall retain and maintain all writings, documents, and records prepared in connection with the performance of this AGREEMENT for a minimum of four (4) years from the termination or completion of the AGREEMENT. This includes any handwriting, typewriting, printing, photocopying, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

23.2. Any authorized representative of StanCOG shall have reasonable access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by CONSULTANT. Further, StanCOG has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this AGREEMENT.

23.3. Subcontracts in excess of \$25,000 shall contain this Section 23.

24.0. COST PRINCIPLES

24.1. In connection with selection of the CONSULTANT and services provided under this AGREEMENT, CONSULTANT hereby agrees that it has complied with Federal Acquisition Regulations Title 48 of the Code of Federal Regulations, Part 1-31, Subpart 31.2 (Contract with Commercial Organizations as modified by Subpart 31.102); 23 Code of Federal Regulations Part 172.7(d); 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and, Office of Management and Budget Circular A-102 Attachment O.

25.0. WAIVER OF DEFAULT

25.1. Waiver of any default by either party to this AGREEMENT shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of this AGREEMENT shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this AGREEMENT unless modified pursuant to the terms of this AGREEMENT.

26.0. FORCE MAJEURE

26.1. Neither party shall be in default by reason of any failure in performance of this AGREEMENT if such failure arises out of causes beyond their control and without the fault or negligence of said party, including, without limitation, the following: (1) Acts of God; (2) war; (3) terrorism or other acts of public enemy; (3) strikes and other labor difficulties. If the performance of any obligation hereunder is prevented or delayed due to a cause in the preceding sentence, the time for performance or observance will be extended for the period that the action is delayed or prevented by the cause.

27.0. RESOLUTION OF CONFLICT

27.1. All questions pertaining to the validity and interpretation of this AGREEMENT shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State. Any dispute not resolved by informal arbitration between the parties to this contract may be adjudicated in a court of law under the laws of the State of California.

28.0. SEVERABILITY

28.1. If any portion of this AGREEMENT or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State, or local statutes, ordinances, or regulations the remaining provisions of this AGREEMENT or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this AGREEMENT are severable.

29.0. AMENDMENT

29.1. This AGREEMENT may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in

written form and executed with the same formalities as this AGREEMENT and attached to the original AGREEMENT to maintain continuity.

30.0. NOTICES

30.1. Except for invoices submitted by CONSULTANT pursuant to this AGREEMENT, any notice, communication, amendments, additions, or deletions to this AGREEMENT including change of address of either party during the term of this AGREEMENT which CONSULTANT or StanCOG shall be required or may desire to make, shall be in writing and may be personally served, faxed, or sent by prepaid first class mail to the respective parties as follows:

To StanCOG:

Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
FAX: (209) 558-7833
Attention: Karen Kincy, Manager of Financial Services

To CONSULTANT:

Attention:

31.0. ENTIRE AGREEMENT

31.1. This AGREEMENT contains the entire AGREEMENT of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties hereto. CONSULTANT and StanCOG represent that, in entering this AGREEMENT, they have not relied on any previous representations, inducements, or understandings of any kind or nature.

32.0. BENEFIT OF AGREEMENT

32.1. This AGREEMENT shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto as of the day and year written above.

**Stanislaus Council of Governments,
a Joint Powers Agency**

Rosa De León Park
Its Executive Director

Its _____

Date

Date

SAMPLE

**EXHIBIT A
SCOPE OF SERVICES**

SAMPLE

**EXHIBIT B
COST PROPOSAL**

SAMPLE

EXHIBIT C
FORM FHWA 1273 PROVISIONS

SAMPLE

APPENDIX C – PROJECT SCHEDULE

