



StanCOG
Stanislaus Council of Governments

REQUEST FOR PROPOSAL

***PREPARATION OF THE STANCOG ELECTRIC VEHICLE
INFRASTRUCTURE IMPLEMENTATION STUDY***

**PROPOSALS MUST BE RECEIVED
ON OR BEFORE
3:00 PM, AUGUST 6, 2020**

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

Contents

Purpose	4
Background	5
Project Budget	6
Scope of Work.....	7
Task 1: Project Management	7
1.1 Consultant Kick-off Meeting	7
1.2 Staff Coordination and Project Management.....	9
1.3 Consultant Schedule and Budget	9
Task 2: Stakeholder Collaboration and Engagement.....	10
2.1 Stakeholder Advisory Group	10
Task 3: Electric Vehicle Infrastructure Assessments.....	11
3.1 Electric Vehicle Infrastructure Data Collection	11
3.2 Existing Conditions Assessment	11
3.3 Assessment of Electric Infrastructure Policies, Requirements and Regulations.....	12
3.4 Market Demand Analysis	12
Task 4: Charging Infrastructure Analysis.....	12
4.1 Charging Infrastructure Siting Analysis	12
4.2 Infrastructure Investment Prioritization	13
4.3 Implementation Strategies	13
4.4 Financial Analysis.....	13
Task 5: Report Production	14
5.1 Develop StanCOG Electric Vehicle Infrastructure Implementation Study.....	14
5.2 Deliverables.....	14
Task 6: Fiscal Management.....	16
6.1 Invoicing	16
6.2 Quarterly Reports.....	16
Schedule.....	17
Required Content of the Proposal	17
Cover Letter	17
Section I: Project Understanding and Qualifications	17
Section II: Project Approach and Methodologies	18

Section III: Detailed Project Budget and Schedule.....	18
Proposal Delivery Location	19
Consultant Selection Process.....	19
Evaluation Committee	19
Evaluation Steps.....	19
Scoring Criteria.....	20
Tentative schedule for Consultant selection	20
Proposal Inquiries	21
FORM AGREEMENT, EXECPTIONS, AND ALTERNATIVES.....	21
CONTRACT AWARD	21
AFFIRMATIVE ACTION POLICY.....	21
ADDITIONAL TERMS AND CONDITIONS	22
Cost of Preparation of Proposal and Contract.....	22
Rights to Pertinent Materials.....	22
Modification to Scope of Work.....	22
Right of StanCOG to Reject Proposals.....	22
Exceptions	22
Award	22
Irregularities.....	22
IMPORTANT RFP INSTRUCTIONS	24
APPENDIX A – DECLARATION UNDER PENALTY OF PERJURY.....	25
APPENDIX B - SAMPLE PROFESSIONAL SERVICES AGREEMENT.....	27

Purpose

The Stanislaus Council of Governments (StanCOG) seeks a qualified consultant that possesses expertise in electric vehicle infrastructure planning to provide professional and technical planning services to develop an Electric Vehicle Infrastructure Implementation Study for the Stanislaus region, including Stanislaus County and its incorporated cities.

The purpose of the study is to analyze the existing conditions, understand current electric vehicle market trends, develop electric vehicle infrastructure location recommendations and provide a roadmap toward implementing and increasing electric vehicle charging infrastructure to facilitate electric vehicle penetration through strategies available in Stanislaus County.

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 contains a significant stretch of State Route 99, on which an average of more than 115,000 commuters drive every day. Many residents utilize it for long-distance commutes, as about 12% of Stanislaus County residents drive an hour or more to their workplace. Modesto alone is home to the second-largest share of "Super Commuters," or workers that commute 90 minutes or more each way, in the country.

On January 26, 2018, Governor Brown signed Executive Order B-48-18, which called for local agencies and private companies to place at least 5 million zero-emission vehicles on California roads by 2030. The executive order also called for the construction and installation of 200 hydrogen fueling stations and 250,000 vehicle charging stations, including 10,000 direct current fast chargers, by 2025.

Currently, the California Department of Transportation (Caltrans) in consultation with the California Energy Commission (CEC) is installing public direct current fast chargers at 37 locations along various corridors including Interstate 5, State Route 99, and U.S. Highway 101. Locations will include rest areas, park and ride lots, district offices, and maintenance stations.

This study will be used to build upon current statewide efforts and optimize electric infrastructure placement in the region. Proper placement of electric vehicle charging locations will benefit the Stanislaus region by improving air quality and reducing greenhouse gas emissions through the increase in electric vehicle penetration. The StanCOG Electric Vehicle Infrastructure Implementation Study will contain an assessment of electric vehicle infrastructure, current policies and regulations, and the region's existing conditions. The information gathered during the assessment will be used in various analyses including charging infrastructure implementation, current and future implementation strategies, financial/cost analysis of future infrastructure investments, and will also contain an electric vehicle infrastructure prioritization methodology that will be used to recommend future electric vehicle charging site locations.

The information from this study will provide valuable information to assist in competing for electric vehicle implementation funding. The project shall include and be supported by an engagement process that may include but not be limited to members of the public, local businesses, regional stakeholders, and local, state, and federal officials.

The Consultant shall provide support for all activities and initiatives by developing key deliverables, providing professional expertise throughout the planning process, and coordinating with the StanCOG Project Manager to ensure appropriate actions are taken to meet key project deadlines.

Project Budget

This project shall be funded with SB1 FY 2019/20 Sustainable Communities Formula funds. The maximum project budget for consulting services for the Electric Vehicle Infrastructure Implementation Study and associated documents included in the scope of work is \$200,000.

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 all major 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 document.

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

Task 1: Project Management

1.1 Consultant Kick-off Meeting

Within three (3) 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. The meeting will be used to establish the communication procedures/protocols and to discuss the proposed project approach, project expectations, invoicing, and quarterly reporting requirements and assignments.

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 kick-off meeting will focus on critical path data, activities and work products needed for the Consultant to adhere to a proposed schedule.

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
 - Stakeholder advisory group
 - Draft stakeholder list
- Analysis methods, parameters, and assumptions
- Project coordination
 - Communication protocols
 - Project points of contact (Consultant 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 kickoff 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.

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

1.2 Staff Coordination and Project Management

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 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.

Deliverables

- Twice-monthly project management team meetings
- Meeting agendas
- Meeting minutes and action items
- List of upcoming activities, milestones and deliverables, identifying responsible parties and completion dates

1.3 Consultant Schedule and Budget

The Consultant shall develop a detailed project schedule and budget. The schedule shall take into consideration and include required Consultant production activities, quality control and client reviews, and Consultant revisions to client 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, and 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 least six weeks prior to the scheduled standing committee and Policy Board meeting so that it can be reviewed, updated 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 effort. 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, Stakeholder Advisory Group, 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.

Deliverables

- Project schedule (detailed and simple)
- Budget spreadsheet

Task 2: Stakeholder Collaboration and Engagement

2.1 Stakeholder Advisory Group

The Consultant shall adhere to the outreach objectives of the Sustainable Transportation Planning Grant Program Guidelines. With Consultant support, StanCOG will form a Stakeholder Advisory Group that will provide general support and input on activities on key components of the study throughout the project using their local and regional knowledge. The Consultant shall provide professional expertise to the StanCOG Project Manager to assist in considering the potential makeup of the advisory group and shall provide feedback on a draft Stakeholder Advisory Group contact list.

The Stakeholder Advisory Group may include, but not be limited to:

- Local business owners
- Local fleet operators
- State agency representatives (e.g. Caltrans, California Air Resources Board, etc.)
- Regional representatives (e.g. San Joaquin Valley Air Pollution Control District)
- Utilities providers
- Local governments and public agency representatives
- Nonprofit organizations
- Colleges and Universities

After the Consultant kick-off meeting, the Consultant and StanCOG staff shall plan a Stakeholder Advisory Group kick-off meeting. This meeting shall be used to introduce Consultant staff to advisory group members, define the role of the advisory group, explain the project development process, and set a meeting schedule. The Consultant shall develop meeting materials for the kickoff meeting, including meeting invitations, an outline and work plan for future Stakeholder Advisory Group meetings, an agenda, a description of work to be performed over the course of the project's development, and a description of the Stakeholder Advisory Group's role in the project. The Consultant shall maintain a Stakeholder Advisory Group contact sheet identifying the primary modes of contact for each participating member.

In addition to the initial Stakeholder Advisory Group kick-off meeting, the Consultant shall lead a minimum of two (2) Stakeholder Advisory Group meetings for a total of three (3) meetings. Prior to each meeting, the Consultant shall prepare invitations and reminders to the Stakeholder Advisory Group members. The

Consultant shall present information on project activities, data analysis and research results and findings to the Stakeholder Advisory Group when appropriate. The Consultant shall provide an updated project timeline and identify milestones expected to be achieved prior to the following meeting.

Within five (5) business days after each Stakeholder Advisory Group meeting, the Consultant shall produce minutes and action items for the StanCOG Project Manager's review. The Consultant shall consider and, to the greatest extent possible, incorporate the Stakeholder Advisory Group's feedback throughout each of its tasks, deliverables, and timelines.

Deliverables

- Stakeholder Advisory Group kick-off meeting invitations
- Stakeholder Advisory Group meeting schedule
- Stakeholder Advisory Group membership contact sheet
- Stakeholder Advisory Group agendas, minutes, presentations, and action items

Task 3: Electric Vehicle Infrastructure Assessments

3.1 Electric Vehicle Infrastructure Data Collection

The consultant shall collect various types of data including but not limited to countywide electric vehicle ownership statistics, travel survey data, charging station outlet costs, existing locations of electric vehicle charging stations by type, vehicle fleet data, potential travel demand, and other relevant data. Data collection methodologies may include a mix of general field reconnaissance, survey administration, or other means of data collection. Consultant shall summarize, organize, and present the data in easy to digest maps, figures, and charts.

Deliverables

- Electric vehicle infrastructure data files
- Summary document of data sources

3.2 Existing Conditions Assessment

The Consultant shall assess the current status of electric vehicle infrastructure charging availability, utilization, and origin-destination travel patterns in Stanislaus region. The consultant shall display the data and findings of the assessment using graphics, maps produced using GIS software, and tables as appropriate. Within the Existing Conditions Assessment, the Consultant shall also inventory existing electric vehicle infrastructure in the Stanislaus region. This inventory shall evaluate and identify the number of existing charging stations and number of plugs by type (e.g. DCFC, Level 1, Level 2, etc.), location, land use type (e.g., within commercial, residential, or civic land uses, etc.) and shall include GIS maps of existing and currently planned charging infrastructure sites.

Deliverables

- GIS maps of existing and planned electric vehicle infrastructure
- Origin-destination travel demand maps, tables, and figures
- Existing Conditions Assessment

3.3 Assessment of Electric Infrastructure Policies, Requirements and Regulations

To increase the availability and visibility of electric vehicle infrastructure and electric vehicle penetration in the Stanislaus region, the Consultant shall examine current electric vehicle infrastructure regulations, policies, and requirements and identify potential barriers to electric charging installation opportunities.

Deliverables

- Summary document of electric vehicle infrastructure policies, requirements, and regulations

3.4 Market Demand Analysis

The Consultant shall prepare a description of the market demand analysis methodology for the StanCOG Project Manager's review and approval. The Consultant shall evaluate the current and forecasted future demand for electric vehicles in the Stanislaus region, with consideration of Disadvantaged Communities, by examining the quantity of electric vehicles and the availability of chargers for each electric vehicle type, including Battery Electric Vehicles (BEVs), Plug-in Hybrid Electric Vehicles (PHEVs), and other electric vehicle types.

Deliverables

- Market demand analysis methodology memo
- Summary document of existing demand for electric vehicles
- Summary document of projected growth of demand for electric vehicles

Task 4: Charging Infrastructure Analysis

4.1 Charging Infrastructure Siting Analysis

The Consultant shall prepare a description of the infrastructure siting methodology for the StanCOG Project Manager's review and approval. The Consultant shall identify all potential sites for electric vehicle infrastructure accompanied by data including size, type of technology, number of chargers, currently available utility service for each location, public transportation connections, facility access, parking locations, and other considerations.

The Consultant shall identify sites available to the public as well as areas that best serve commercial or residential traffic. The Consultant shall produce maps developed with GIS software identifying the proposed locations.

Deliverables

- Infrastructure siting methodology memo
- Summary document of infrastructure analysis
- GIS maps of proposed installations

4.2 Infrastructure Investment Prioritization

The Consultant shall develop criteria to prioritize future electric vehicle infrastructure installations for optimal placement and maximum future use. The Consultant shall investigate on-the-ground conditions for recommended electric vehicle charging site installations to ensure the feasibility of prioritized projects. The Consultant shall consider the minimum energy and capacity for electric vehicle charging stations, costs, and utility connections required to maintain electric vehicle infrastructure. The prioritization criteria shall also consider Disadvantaged Community access to the proposed infrastructure investments.

The proposed prioritization criteria shall be presented to the StanCOG Project Manager for review, comment, and approval. The Consultant may be required to present the prioritization methodology to the Stakeholder Advisory Group for review and comment. Once approved, the consultant shall use the prioritization method to develop an electric vehicle infrastructure site prioritization map.

Deliverables

- Prioritization methodology memo
- Summary document of infrastructure investment prioritization
- GIS map of sites by priority designation

4.3 Implementation Strategies

The Consultant shall develop strategies to implement and install electric vehicle infrastructure. The recommendations shall address regional deficiencies in the electric vehicle charging infrastructure network, promote electric vehicle penetration throughout the region and help reduce GHG emissions.

Implementation strategies shall include but not be limited to:

- Guidelines for installation
- Policies, regulations, and ordinances and permitting recommendations to streamline infrastructure installation
- Charging station management
- Continuous infrastructure planning to deliver the priority electric vehicle charging locations
- Potential partnerships to develop charging stations on private businesses
- Best practices for implementing electric vehicle infrastructure
- Education, outreach, and marketing
- Potential vendors

The implementation strategies and recommendations shall be presented to the StanCOG Project Manager and to the Stakeholder Advisory Group for review and comment.

Deliverables

- Summary document of implementation strategies and recommendations

4.4 Financial Analysis

The Consultant shall provide information on cost ranges by site types, available funding sources, and revenues from potential charging stations. The Consultant shall include permitting, site development,

access to utility services, installation, equipment, operations, maintenance, signage and other considerations when assessing the cost. The Consultant shall also provide descriptions of all local, State, or Federal grant programs, or agreements with private entities associated with each implementation strategy.

Deliverables

- Electric Vehicle Infrastructure Financial Analysis
- Cost estimates for each implementation strategy
- Potential funding sources for each implementation strategy

Task 5: Report Production

5.1 Develop StanCOG Electric Vehicle Infrastructure Implementation Study

At the conclusion of all tasks and deliverables completed throughout the project, the Consultant shall develop an Administrative Draft (for StanCOG review and comment), Draft (for public review and comment) and Draft Final (for Policy Board review and approval). Comments received from the Policy Board will be addressed and, upon approval by StanCOG, the Consultant shall revise the final report and identify it as Final.

The Consultant shall provide StanCOG with a proposed outline prior to preparation of a draft for StanCOG review and approval. The Consultant shall include an executive summary and appendices to provide access to key deliverables and work products developed over the planning process. The Administrative Draft shall be for internal StanCOG review only. The Consultant shall incorporate all StanCOG's comments and recommended changes to the Administrative Draft into a Draft Electric Vehicle Infrastructure Implementation Study.

The Draft Electric Vehicle Infrastructure Implementation shall be presented to the Stakeholder Advisory Group and StanCOG standing advisory committees.

Deliverables

- Administrative Draft, Draft, Draft Final and Final Electric Vehicle Infrastructure Implementation

5.2 Deliverables

The consultant shall deliver major 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), shall require a draft, draft final and final, or draft and final version at StanCOG's discretion.

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

Major intermediate deliverables shall be returned by the Consultant to StanCOG with changes (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 Study'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.

The Consultant shall present all interim deliverables to StanCOG in Administrative Draft, Draft, and Final versions. The number of review cycles, however, 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 Electric Vehicle Infrastructure Implementation, upon request. The Consultant shall deliver 20 color hard copies of the Final version of the study. 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 protocol agreed upon are needed, such 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 at least a quarterly basis.

Deliverables

- Consultant invoices

6.2 Quarterly Reports

StanCOG will submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local cash match expenditures. The Consultant shall provide the information and text necessary to complete the quarterly reports at the request of the StanCOG Project Manager. Quarterly reports will include a summary of activities, expenditures, and anticipated completion dates for major deliverables.

Deliverables

- Caltrans quarterly report content

Schedule

The Consultant shall adhere to the project schedule. The Consultant shall complete the following major deliverables and tasks on or before the following dates:

Project Kickoff Meeting - November 12, 2020

Draft Electric Vehicle Infrastructure Implementation Study due to StanCOG - October 1, 2021

Draft Final Electric Vehicle Infrastructure Implementation Study due to StanCOG - November 1, 2021

All work for this project shall be completed - January 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 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. Include the name, phone number, 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 of the proposal, including complete information about the firm and/or team and its ability to perform the work 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 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 conducting the siting analysis and other key tasks/elements of the proposed infrastructure implementation study.

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 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.

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 Location

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 Electric Vehicle Infrastructure Implementation Study 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.

StanCOG will accept the delivery of hard copy proposals only on August 6, 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. Other Evaluation Committee members may include local agency or Caltrans staff. Proposal documentation requirements set forth in the Request for Proposal 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 proposal 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 major tasks such as electric vehicle infrastructure siting, demand analysis, infrastructure prioritization, and financial plan. **(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	June 30, 2020
Final day to submit questions	July 14, 2020, 3:00 p.m.
Responses to questions to be posted	July 24, 2020
Proposals due to StanCOG	August 6, 2020, 3:00 p.m.
Evaluation Committee Review and Meetings	August 10-28, 2020
Interview of Finalists	August 31-September 11, 2020
Notify Firms and/or Team of Final Evaluation Results	September 14-18, 2020
Presentation of recommendation to Executive Committee	October 19, 2020
Presentation of recommendation to Policy Board for adoption	October 21, 2020
Anticipated Notification to Proceed	October 22, 2020

Proposal Inquiries

Questions regarding this proposal shall be 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 written form by StanCOG 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 A 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.

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