REQUEST FOR PROPOSALS

State Lobbying Services

Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
(209) 525-4600

Deadline for Submittal:
October 29, 2015
Proposals are due no later than 4:00 p.m.

Questions should be directed to:
Jeanette Fabela
(209) 525-4645
jfabela@stancog.org
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I. INTRODUCTION

StanCOG seeks responses from individuals/firms with a proven track record in advocacy/lobbying at the State level to assist in developing and successfully pursuing its legislative priorities. StanCOG requires a well-managed and financially sound Consultant with demonstrated skills and technical ability, high levels of customer service, responsiveness, and satisfaction, to fulfill the requirements outlined in this RFP.

The primary focus of the State Legislative Advocate is to assist StanCOG with improving its efforts to influence legislation, capture revenues available to local government and assist StanCOG in identifying, applying for and receiving competitive grants, earmarks, and other discretionary funding available to StanCOG.

II. BACKGROUND

StanCOG is the federally designated Metropolitan Planning Organization (MPO) and state recognized Regional Transportation Planning Agency (RTPA) for the Stanislaus region. Formed as a Joint Powers Authority in 1971, StanCOG’s ten member agencies include Stanislaus County, and the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. As both the MPO and RTPA for the region, StanCOG is responsible for developing and implementing the Regional Transportation Plan (RTP), which is a 25-year blueprint that serves as a master plan for all regional air quality, highway, public transit, bicycle/pedestrian, and other transportation improvements. In addition, StanCOG is responsible for developing the Federal Transportation Improvement Program (FTIP), which is a short range, four-year program that implements the RTP. No project may receive federal funding unless it is contained in the RTP and FTIP. Some of StanCOG’s other major functions include the following:

- Development and implementation of the Regional/State Transportation Improvement Program (RTIP/STIP), the Sustainable Communities Strategy (SCS), the Regional Housing Needs Assessment (RHNA), the Environmental Justice (EJ) Analysis, and Air Quality Conformity (AQC) Analysis for the region;

- Serves as the Stanislaus region Transportation Authority, if a sales tax measure is passed by the citizens of the Stanislaus County;

- Administration of federal and state funding programs pursuant to the regulations established by the Federal Highway Administration (FHWA), Federal Transit Administration, and California Department of Transportation (Caltrans);

- Management of the region’s Congestion Management Program (CMP) and Pavement Management Program (PMP);

- Serving as the Abandoned Vehicle Abatement (AVA) Service Authority for Stanislaus County; and
Serving as the U.S. Census clearinghouse for Stanislaus County.

StanCOG is governed by a Policy Board comprised of the five elected members from the Stanislaus County Board of Supervisors, three elected members from the City of Modesto, and one elected member from each of the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. Caltrans serves as an ex-officio member on the StanCOG Policy Board. The Policy Board meets on a monthly basis to provide a public forum and decision-making authority for regionally significant issues such as transportation, housing, and air quality. Through the Policy Board, policies are established and transportation funds are allocated to programs that address these regionally significant issues.

On a daily basis, StanCOG staff is responsible for collaborating closely with and providing assistance to the member agencies’ technical and management staff in order to ensure the implementation of regional policies and transportation funding. In this capacity, StanCOG is further responsible for coordinating with the region’s funding sponsor agencies such as the FHWA, FTA, and Caltrans. Staff also provides technical support for the Policy Board’s various standing and ad hoc committees. Furthermore, StanCOG staff facilitates public involvement by collaborating with various community groups and service agencies to identify transportation needs and solutions.

III. SCOPE OF SERVICES

StanCOG is seeking qualified consultant(s) to provide state lobbying services. Consultants should have the direct experience necessary to provide services that include, but are not limited to, the following tasks:

- Monitoring – Consultant shall serve as a reliable and consistent conduit of information to and from the State Senate and Assembly; monitor and provide regular reports, both orally and in writing, on current legislation, the state budget process, or any congressional events that may directly or indirectly impact the StanCOG and/or member agencies. Firm should work closely with StanCOG Board and Executive Director to assist in developing StanCOG’s legislative priorities and identifying current needs. Frequent contact should be made with Members of State Legislature and their staff, as well as Committee and state agency staff on matters concerning the development of future legislation and regulations impacting StanCOG. Said contact shall keep policy makers aware of the potential effect of specific legislation and regulations relative to StanCOG’s interests.

- Bill Tracking Service – Consultant shall obtain and monitor all bills, resolutions, files, journals, histories, etc. As such, copies of all bills and amendments that are determined to have an impact on the legislative and regulatory interests of the agency should be forwarded to StanCOG.

- Regular Bill List – Once legislative positions are established by the StanCOG, required
actions should be logged into the Consultant’s computer bill tracking system and updated on a regular basis.

- Legislative Advocacy – StanCOG’s position on key legislative action shall be transmitted to State Legislature and staff, as well as Committee and state agencies (as appropriate) and other interest groups. This may be accomplished through personal discussions with congressional delegation, committee consultants and agency representatives, direct lobbying of legislators, meeting with state agencies and other interest groups represented at the State level, testifying at appropriate policy and fiscal committees and agency hearings, orchestrating statements of legislators, prepare and send letters notifying appropriate officials and agencies of StanCOG’s position and drafting announcements. Design and implement a strategy, in consultation with StanCOG staff that raises the consciousness and awareness of issues relating to StanCOG with congressional leaders and broadens and improves direct communication of StanCOG staff with the State leadership.

- Coordination of Legislative/Regulatory Efforts - Consultant shall work with StanCOG in the coordination of a legislative/regulatory program, which includes the development of legislative/regulatory positions and platforms as well as drafting proposed legislation when appropriate. The Consultant shall strive to coordinate StanCOG’s perspective with other associates as appropriate. Design and implement a strategy, in consultation with StanCOG staff that raises the consciousness and awareness of issues relating to StanCOG with State lawmakers and broadens and improves direct communication of StanCOG Board with the leadership. 

- Establish an Active Presence - Consultant shall actively establish a strong identity and presence in Sacramento on behalf of StanCOG. This effort shall be reinforced by involvement in the political, regulatory actions on behalf of this organization. Additionally, on-site visits to StanCOG shall be made upon reasonable notice and request to Consultant along with a presentation to StanCOG Board regarding state issues as requested.

- State Budget Issues - Focus efforts of supporting the StanCOG’s appropriations requests and legislative objectives during the final phases of State Legislature action on spending and authorization legislation, including coordinating additional meetings with relevant Members State Legislature, or staff in support of the StanCOG’s objectives (as appropriate).

IV. PROPOSAL CONTENT AND SUBMITTAL REQUIREMENTS

A. General

Standard Terms Applicable to All Proposals

Acceptance Period. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days. Timeframe may be longer depending on your needs.

Addenda Acknowledgment. Each proposal shall include specific acknowledgment of receipt of
all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

**Authorized Signatures.** Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of StanCOG, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent’s authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of StanCOG, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**ProposalRetention.** StanCOG reserves the right to retain all proposals for a period of ninety (90) days for examination and comparison.

**Cancellation Of Solicitation.** StanCOG may cancel this solicitation at any time.

**Compliance With Laws.** All proposals shall comply with current federal, state, and other laws relative thereto.

**RFP Documents, Examination Of.** It is the responsibility of the Proposer to carefully and thoroughly examine the documents contained in this RFP. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision or equipment necessary to perform the work as specified by this RFP. The failure or neglect of the Proposer to examine the RFP Documents shall in no way relieve him from any obligations with respect to this solicitation. The submission of a proposal shall constitute an acknowledgment upon which StanCOG may rely that the Proposer has thoroughly examined and is familiar with the RFP and the project. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**Cost Of Proposal.** StanCOG is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by StanCOG.

**Definition Of Terms.** For the purposes of this RFP, the following definitions apply:

a. Contractor. Same as Successful Proposer.

b. Review Committee. An independent committee established by StanCOG to review, evaluate, and score the proposals, and to recommend award of the proposal determined by the committee to be in the best interest of StanCOG.
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FOR THE STANISLAUS COUNCIL OF GOVERNMENTS

c. May/Should. Indicates something that is not mandatory. Failure to do what “may’ or "should" be done will not result in rejection of your proposal.
d. Must/Shall. Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement may be deemed non-responsive and not be considered for award.
e. Proposer. The person or firm making the offer.
f. Proposal. The offer presented by the Proposer.
g. RFP. Acronym for Request For Proposals.
h. Submittal Deadline. The date and time on or before all proposals must be submitted.
i. Successful Proposer. The person, contractor, or firm to whom the award is made.

Disqualification Of Proposer. If there is reason to believe that collusion exists among the Proposers, StanCOG may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, StanCOG may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

Documents To Be Returned With Proposal. Failure to completely execute and submit the required documents before Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal deadline are listed on the form entitled “Proposal Documents to be Returned” and attached hereto.

Execution Of Agreement. The Successful Proposer will be required to execute an agreement in the form attached hereto in Section E of this RFP and comply with all requirements of said Agreement. In case of failure of the Successful Proposer to execute and return the contract and all required documents within the time allowed, StanCOG may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond, if one was required, shall be forfeited by the Proposer and become the property of the StanCOG.

Conflict Of Interest. Proposer covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of StanCOG.

Questions And Comments. Questions and comments regarding this solicitation must be submitted in writing; either by mail or email to Jeanette Fabela at jfabela@stancog.org or other inquiries at 209-525-4645 to any response will be in a form of an addendum and will be
sent as promptly as is practical to all parties registered with StanCOG pursuant to the Registration Section set out below. All such addenda shall become a part of the RFP. Any prospective Proposer who obtained the RFP from anyone other than StanCOG is responsible for registering with StanCOG to receive subsequent Addenda.

**Submittal.** One original and (3) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked “ORIGINAL” and all required identical copies. If discrepancies are found between the copies, or between the original and copy or copies, the ORIGINAL will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of StanCOG. The page limit for the RFP should not exceed 20 pages. This page limit does NOT include resumes, cover letter, front and back covers, section dividers, and sealed billing rate sheet.

**Proposal Deadline.** Proposals shall be submitted in a sealed envelope and plainly marked on the outside of the envelope, “(RFP title)”, (Proposer’s Name), and (Submittal Deadline Date). No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals postmarked prior to submittal deadline, but received after the deadline will be returned unopened. StanCOG reserves the right to extend the Submittal Deadline when it is in the best interest of StanCOG.

**Proposal Modifications.** Any Proposer who wishes to make modifications to a proposal already received by StanCOG must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer’s authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

**Proprietary Information.** The original copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend StanCOG for honoring such a designation. The failure to so label any information that is released by StanCOG shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by StanCOG, StanCOG will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

**B. Contents**

At a minimum, consultants must provide the following information in response to this Request for Proposal:
1. Cover Letter
   a. Provide the legal name and address of the consultant's company, as well as the address of the office where the Principal in Charge will reside and conduct the majority of the work to be performed outside of the StanCOG office.

   b. Indicate the number of years the consultant has had experience working with or for Municipal Agencies, Council of Governments, Metropolitan Planning Organization, and Regional Transportation Planning Agency and number of years in other relevant experience.

2. Consultant Background
   a. Provide a brief history of the consultant's firm, including its ownership structure and key personnel.

   b. Describe any legislative work being performed in the Stanislaus region by the firm and provide a statement indicating there is no conflict of interest in providing work to StanCOG in this section.

3. Approach
   Proposer must describe in detail how the requirements of this RFP will be met, and may provide additional related information with the proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work, and should be presented in the same order. Please explain your qualifications for performing the scope of work. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions and responding to the RFP requirements. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this RFP, may be rejected. Tentative schedule should be included by phase and tasks to be completed.

4. Team Experience
   Describe the qualifications and experience of the consultant's personnel assigned to complete this project. This section should also describe any previous experience working specifically with or for StanCOG and its member agencies.

5. Résumés
   Include résumés for each of the key personnel to be assigned to this project. It is expected that designated key staff will remain for the duration of the project. Key staff substitution will only be allowed with prior written StanCOG approval.

6. Negative History
   Proposer must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or
investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable within the last 5 years.

7. Project Examples and References

Provide at least three representative project examples and related references associated with that project example. Identify the name, title of agency, address, and telephone number for the reference.

8. Billing Rates and Total Cost of Project (One copy in a sealed envelope)

Provide a billing rate sheet for your firm. For the key staff identified, indicate their name, title, and billing rate on a separate sheet.

9. Additional Information

All additional information that would assist StanCOG in making a contract award decision.

10. Required Documents

Documents to be returned with proposal. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non responsive.

C. Submittal Requirements

Please submit one (1) original, one (1) electronic (flash-drive), and two (2) copies of your written RFPs, in a sealed package, to:

Jeanette Fabela, Senior Planner
Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354

RFPs submitted by either facsimile or e-mail will not be accepted or considered. Submittals must be received by no later than 4:00 p.m. on October 29, 2015. Any submittals received after this time will be returned unopened to the respective consultant's firm and will not be considered for evaluation. Postmarks will not be accepted. Please indicate the name of the consultant, project title, and package number (e.g. 1 of 2, 2 of 2, etc.) on all RFP packages.

Failure to comply with the RFP content and submittal requirements may result in disqualification. StanCOG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors contained in the submittals. If a submittal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. Errors and ambiguities in submittals, including cost estimates to perform the work, will be
interpreted in favor of StanCOG.

D. Questions Concerning Request for Proposal

Please direct any requests for information or clarification regarding this RFP in writing to:

Jeanette Fabela, Senior Planner  
Stanislaus Council of Governments  
1111 I Street, Suite 308  
Modesto, CA 95354  
Phone: 209.525.4645  
E-mail: jfabela@stancog.org

All written questions must be received no later than 4:00 p.m. on October 7, 2015. All questions, clarifications and interpretations of the RFP by StanCOG will be made in written form and will be posted on the StanCOG website. Oral explanations or instructions given before the award of the contract will not be binding.
V. RFP EVALUATION CRITERIA

Proposals will be evaluated based upon the following criteria and corresponding point system.

| Written Response to Request for Proposal and experience of the consultant’s overall team assigned to complete the work. | 25 |
| Proposed understanding of and clearly identified approach to addressing the services outlined in the RFP scope. | 30 |
| Experience with similar projects, specifically, providing lobbying services for municipal agencies including MPOs. | 30 |
| Cost | 15 |

Maximum Points Awarded 100

VI. RFP EVALUATION STEPS AND CONTRACTING PROCESS

The Evaluation Committee will consist of StanCOG staff. This committee shall be responsible for evaluating and scoring each RFP according to the criteria established above. The Executive Director will review the recommendation from the Evaluation Committee and execute a contract with the highest ranking/most qualified consultant, pursuant to the Policy Board's pre-authorization of the Executive Director's authority to do so.
VII. SELECTION AND HIRING SCHEDULE

Below is a tentative schedule for the selection and hiring process of a consultant to begin providing the services outlined in the RFP’s scope:

- **Notification of Request for Proposal**: October 1, 2015
- **Last Day to Submit Questions**: October 7, 2015
- **Proposals due to StanCOG**: October 29, 2015
- **Evaluation Committee Interviews/Selects Firm**: November 2 - 9, 2015
- **Recommendation to StanCOG Policy Board**: November 18, 2015
- **Completion of Agreement/Notice to Proceed**: December 1, 2015
- **Contract End Date**: June 30, 2016

1 Questions shall be submitted in writing to Jeanette Fabela at jfabela@stancog.org on or before 4:00 pm, October 7, 2015.

2 Oral Interviews may be held if determined necessary.

StanCOG reserves the right to modify this schedule in any way, and at anytime, during the consultant evaluation and selection process, as determined by the StanCOG Executive Director.

VIII. ADDITIONAL REQUIREMENTS, POLICIES, TERMS AND CONDITIONS

A. **StanCOG Affirmative Action Policy**

StanCOG does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical disability, or ownership by women or minorities.

B. **Cost of Preparation of Proposals and Contract**

StanCOG shall not pay any costs incurred in the consultant's proposal preparation, printing, demonstration process, or contract negotiation activities. All such costs shall be borne by the respective consulting firm.

C. **Rights of 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 consultant's firm and submitted as part of their proposal shall become the property of StanCOG after the proposal submission deadline.
Material that is confidential or proprietary should be marked “Confidential” or “Proprietary”. After the contract is awarded to the successful firm, all submitted materials become public information unless marked “Confidential” or Proprietary.”

D. 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 by amending the awarded Contract.

E. Right to Reject Proposal

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.

F. 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.

G. Declaration Under Penalty of Perjury

The form is located in the following section.

H. Disadvantaged Business Enterprise

The form is located in the following section.

I. Non-Collusion Affidavit Form

The form is located in the following section.

J. Professional Service Agreement

The form is located in the following section.
To be signed by authorized corporate office, partner or individual submitting the proposal.

EXAMPLE

If the firm is:

1. An individual doing business
   Under own name your name only

2. An individual using a firm name John Doe, an individual doing business as
   XXX Company

3. A partnership John Doe and Richard Roe, partners
   Doing business as XXX Company, By John
   Doe, partner

4. A corporation XXX Company, by John Doe, Secretary
   (or other title)

Type or Print Name & Title

Signature

Address (if different than above business address)
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 is made without collusion with any other person, firm, or corporation; that in submitting this proposal the undersigned has examined the “Proposal Requirements”; 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.

____________________________________________
Type or Printed Name & Title

____________________________________________
Signature

____________________________________________
Address
DISADVANTAGED BUSINESS ENTERPRISE FORM
EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of ___________%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT
   - The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
   - The term “Agreement” also means “Contract.”
   - Agency also means the local entity entering into this contract with the Contractor or Consultant.
   - The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY
   A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
   B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION
   If there is a DBE goal on the contract, Exhibit 10-O1 Consultant Proposal DBE Commitment must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.
   Exhibit 10-O2 Consultant Contract DBE Information must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION
   It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:
   A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
   1. The proposer is a DBE and will meet the goal by performing work with its own forces.
   2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
   3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: http://www.dot.ca.gov/hq/bep/.
   1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
   2. Click on Search for a DBE Firm link;
   3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the
purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: ____________________________  2. Contract DBE Goal: ____________________________

3. Project Description: ____________________________

4. Project Location: ____________________________

5. Consultant’s Name: ____________________________  6. Prime Certified DBE: □

7. Description of Work, Service, or Materials Supplied

8. DBE Certification Number

9. DBE Contact Information

10. DBE %

<table>
<thead>
<tr>
<th>Local Agency to Complete this Section</th>
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<tbody>
<tr>
<td>17. Local Agency Contract Number: ____________________________</td>
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<tr>
<td>18. Federal-Aid Project Number: ____________________________</td>
</tr>
<tr>
<td>19. Proposed Contract Execution Date: ____________________________</td>
</tr>
</tbody>
</table>

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

11. TOTAL CLAIMED DBE PARTICIPATION %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

<table>
<thead>
<tr>
<th>12. Preparer’s Signature</th>
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<td>13. Date</td>
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<thead>
<tr>
<th>14. Preparer’s Name</th>
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<td>15. Phone</td>
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<thead>
<tr>
<th>16. Preparer’s Title</th>
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DISTRIBUTION: Original – Included with consultant’s proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant’s Name** - Enter the consultant’s firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant’s name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item “Contract DBE Goal,” an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer’s Signature** - The person completing the DBE commitment form on behalf of the consultant’s firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant’s preparer.
14. **Preparer’s Name** - Enter the name of the person preparing and signing the consultant’s DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant’s DBE commitment form.
16. **Preparer’s Title** - Enter the position/title of the person signing the consultant’s DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Local Agency Representative’s Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. **Local Agency Representative’s Name** - Enter the name of the Local Agency Representative certifying the consultant’s DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant’s DBE commitment form.
24. **Local Agency Representative Title** - Enter the position/title of the person signing the consultant’s DBE commitment form.
**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency:  
2. Contract DBE Goal:  
3. Project Description:  
4. Project Location:  
5. Consultant's Name:  
6. Prime Certified DBE: ☐  
7. Total Contract Award Amount:  
8. Total Dollar Amount for **ALL** Subconsultants:  
9. Total Number of **ALL** Subconsultants:  
10. Description of Work, Service, or Materials Supplied  
11. DBE Certification Number  
12. DBE Contact Information  
13. DBE Dollar Amount  

### Local Agency to Complete this Section

14. TOTAL CLAIMED DBE PARTICIPATION $   
15. Preparer's Signature  
16. Date  
17. Preparer's Name  
18. Phone  
19. Preparer's Title  

**DISTRIBUTION:** 1. Original – Local Agency  
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Consultant’s Name** - Enter the consultant’s firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant’s name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - $**: Enter the total dollar amounts entered in the “DBE Dollar Amount” column.
   **%**: Enter the total DBE participation claimed (“Total Participation Dollars Claimed” divided by item “Total Contract Award Amount”). If the total % claimed is less than item “Contract DBE Goal,” an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer’s Signature** - The person completing the DBE commitment form on behalf of the consultant’s firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant’s preparer.
17. **Preparer’s Name** - Enter the name of the person preparing and signing the consultant’s DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant’s DBE commitment form.
19. **Preparer’s Title** - Enter the position/title of the person signing the consultant’s DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative’s Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative’s Name** - Enter the name of the Local Agency Representative certifying the consultant’s DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant’s DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant’s DBE commitment form.
NON-COLLUSION AFFIDAVIT FORM
FORM
Consulting Services for Opinion Survey

Section D
REQUIRED FORMS

PROPOSAL FORMS TO BE RETURNED

The following form is included with the RFP and must be submitted with the proposal document on or before the Submittal Deadline.

A. Non-Collusion Affidavit

Failures to complete, sign, and return the above proposal form with your proposal may render it non-responsive.
I, ______________________________________________, hereby declare as follows:

I am ______________________ of ___________________________ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer Signature ________________________________

By Name _______________________________________

Title ___________________________________________

Organization ____________________________________

Address _________________________________________

________________________________________________________________

Project Name:

________________________________________________________________

StanCOG
SAMPLE PROFESSIONAL SERVICES AGREEMENT FORM
PROFESSIONAL SERVICES AGREEMENT

between

STANISLAUS COUNCIL OF GOVERNMENTS (StanCOG),

and

_________________________________________________________________________________________

THIS AGREEMENT is made and entered into as of ________________ , 201_ 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 ______________ 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 without 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 ________________________________ 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 that ONE MILLION DOLLARS ($1,000,000) per incident or occurrence, and providing property damage liability of no less that 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 workmens’ 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). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to StanCOG or StanCOG’s board members, officers, employees, or volunteers.

(3). 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.

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: _________________________

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

Carlos P. Yamzon  
Its Executive Director

Date  

Date
EXHIBIT A
SCOPE OF SERVICES
EXHIBIT B
COST PROPOSAL
EXHIBIT C
FORM FHWA 1273 PROVISIONS