

CALAVERAS COUNCIL  
OF  
GOVERNMENTS  
P.O. BOX 280  
692 MARSHALL, Suite A  
SAN ANDREAS, CA 95249

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# REQUEST FOR PROPOSALS

## San Andreas Rural Livable Mobility Plan

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Inquiries: Questions regarding this  
Solicitation should be directed to:

Timothy J. McSorley, P.E.  
Executive Director  
(209) 754-2094

Submittals: Proposals (original, plus five  
copies) must be received no  
later than 4:30 p.m. on  
Friday, April 25th, 2008

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# **REQUEST FOR PROPOSALS**

## **PREPARATION OF THE: SAN ANDREAS RURAL LIVABLE MOBILITY PLAN**

### **I OVERVIEW**

The Calaveras Council of Governments (CCOG) is soliciting proposals from consulting firms to prepare the San Andreas Rural Livable Mobility Plan. The San Andreas Rural Livable Mobility Plan shall meet the requirements of the State Department of Transportation approvals per the State's Community-Based Transportation Planning (CBTP) grant requirements.

### **II SCOPE OF WORK**

The Scope of Work and the methodology used by the Consultant shall be as described under the heading "Scope of Work", Attachment "A".

All tasks shall be coordinated and approved by the Calaveras Council of Governments' Executive Director, who is the authorized representative of the CCOG. The CCOG Executive Director is the Contract Administrator for this work.

If unforeseen circumstances develop during the course of consultant's work, or if the CCOG requests additional services, the parties will confer for the purposes of defining such additional services. Consultant is to be compensated separately for any additional service provided that, prior to incurring any costs for said additional service, the parties shall enter into a separate written agreement for said additional services.

### **III SCHEDULE**

It is anticipated that award of the formal contract by the CCOG will occur on May 7, 2008. Following a written notice-to-proceed, to be issued by the CCOG, the Consultant's work shall begin within 7 days and shall be completed in accordance with the schedule stipulated.

March 14 <sup>th</sup>	RFP Issued
<b>April 25<sup>th</sup></b>	<b>Proposals Due</b>
May 2 <sup>nd</sup>	Consultant selection announced/Contract Awarded
May 12 <sup>th</sup>	Work to begin

The notice to proceed issued by the CCOG, will specify the work to be completed, a schedule for work completion, the basis for payment, and the limits of compensation. The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed.

## **IV COMPENSATION**

The CCOG will negotiate a contract with the selected Consultant based on the following assumptions and conditions:

- All services rendered as described in the Scope of Work, including all labor, equipment, materials, and expenses, the Consultant shall be compensated on a time and expenses basis by task for work completed.

## **V PROPOSAL REQUIREMENTS**

### **Submittals**

Technical and fee proposals are requested separately, in a clearly marked or delineated fashion for the proposed work. Interested firms are invited to submit the original and five (5) copies of their proposals to the following address:

Calaveras Council of Governments  
P.O. Box 280  
692 Marshall, Suite A  
San Andreas, CA 95249  
Attn: Mr. Timothy J. McSorley, P.E., Executive Director

**Faxed copies will not be accepted.** To be considered, proposals must be received no later than 4:30 p.m. on **Friday, April 25, 2008.**

### **Contents of the Proposal**

At a minimum, your proposal should contain the information outlined herein. Additional information that the firm deems relevant to the selection process may be included; however, concise and focused submittals are strongly encouraged. By submitting a proposal, and unless otherwise stated, it is understood that the Consultant has reviewed the relevant information, and that based on that review, the Consultant has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in those documents.

**Firm Background.** In two pages or less, provide a brief overview of the firm assuming contract responsibilities. All proposed sub-consultants must be identified.

**Project Team.** Provide an organization chart that identifies the individuals and sub-consultants, if applicable, assigned to and responsible for the key elements of the work scope and their relationship to those elements. Indicate the number of hours each member has been budgeted and will be assigned to the project. Specifically, identify the personnel assigned to the following duties: data evaluation/reporting, and technical review. It is the CCOG's intent to have the proposed project team

committed to this project as a contract provision (see Standard Agreement in Attachment “B”).

**Individual Qualifications and Experience.** Provide resumes for each key staff member. Only include resumes for assigned staff whose assignment accounts for at least five percent of the total allocated hours.

Provide up to three examples of recent projects completed (or ongoing) by the proposed project team (staff members, sub-consultants, and public agencies). For each relevant project: indicate the firm's role and the staff members who were responsible for the cited project work; provide a brief description of the contract scope of work; state the contract amount and completion date; and include the name, title and phone number of a client reference.

**Statement of Understanding and Scope of Work.** Proposals should provide a statement of your understanding of the project by highlighting the dominant issues and outlining your approach toward addressing those issues. Any recommendations regarding improvements to the process, in order to more effectively meet the CCOG’s stated objectives, should be emphasized in your proposal, as a clear means of demonstrating an understanding of the project requirements.

**Schedule.** Proposals should present a project schedule showing milestones, deliverable dates, and the duration of each task where it is known.

**Format.** The CCOG prefers that all proposals be produced as double-sided copies on recycled paper. **Fax copies will not be accepted.**

### **Contents of the Fee Proposal**

Firms are requested to provide a fee proposal that presents the estimated fee. The fee proposal should reflect the scope of work, term, and compensation conditions cited above.

Sufficient information should be provided to justify the proposed fee and to serve as a basis for negotiating a contract and any Supplemental Agreements that may be warranted for out of scope services. In this regard, the fee proposal should identify personnel, estimated number of hours, and rate; type of equipment, hours, and rate; and any outside costs for each identified work element.

The proposed fee will be used to help establish the not-to-exceed contract limit that will be maintained in accordance with the conditions specified herein. Regardless of the proposed method of compensation, any Contract resulting from this solicitation will specify a maximum, not-to-exceed fee amount. Except in the unusual situation wherein the Consultant encounters circumstances that could not be reasonably anticipated, the CCOG will not authorize payment beyond this amount. In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a “not-to-exceed” figure for the project. This figure should be sufficient to provide for any

reasonably anticipated circumstances that may be encountered during project execution and completion.

## **VI SELECTION CRITERIA AND PROCESS**

The CCOG's formal selection procedures are described in Attachment "C". Consideration of proposals and subsequent award will be based on, but not limited to, the following criteria:

- **Understanding of the Required Services.** Responsiveness to this Request for Proposals (RFP) will be a primary criterion, including clarity and efficacy of the approach to achieve the cited objectives. Focused and concise proposals providing specific responses to the CCOG's needs, as detailed herein, will be considered favorably.
- **Experience and Qualifications.** Demonstrated capabilities and technical expertise of the **project team** in the specialized areas of work. Demonstrated ability to provide necessary services in this region.
- **Rural Public Agency Experience.** Familiarity with and recent project experience with rural public agencies and their regional transportation needs.
- **Level of Effort.** Reasonableness of fee proposal relative to the level of effort associated with the proposed scope of work. Screening results of the selection panel review, will precipitate a shortlist of qualified and responsive consulting firms who may be requested to participate in an interview. If interviews are to be held, the time and place of interview will be arranged after the shortlist is completed. It is anticipated that a shortlist and interview date will be determined within two weeks of the closing date of this solicitation. No interviews will be held if the results of the selection panel review are unambiguous.
- **Right to Reject all Proposals.** The CCOG reserves the right to reject any and all proposals, and to re-issue the RFP.

## **VII CONTRACT CONDITIONS**

The selected consultant will be required to sign a standard CCOG contract and maintain required insurance coverage. Professional liability insurance will be required in the minimum amount of \$1,000,000. A copy of the CCOG's standard agreement for professional services is appended (Attachment "B"). Unless indicated otherwise, submission of a proposal indicates that the proposer accepts the terms of the standard agreement.

**ATTACHMENT “A”**

**SCOPE OF WORK**

**Preparation of the San Andreas Rural Livable Mobility Plan**

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**CONTRACT ATTACHMENT “A”**

**SCOPE OF WORK**

**San Andreas Rural Livable Mobility Plan**

**A. DEVELOP STEERING COMMITTEE**

**Task 1: Steering Committee**

**Task 1.1:**

- The CCOG will contact public agencies, organizations, and other active community groups.

**Task 1.2:**

- Identify steering committee participants.

**Task 1.3:**

- Set date for first meeting.

**DELIVERABLES (on a monthly basis):**

<b>Deliverable</b>	<b>Documentation</b>
List of individuals on the Steering Committee and their interests	Steering Committee List
Agenda for Steering Committee “Kick-Off” meeting	Steering Committee Agenda

**B. HIRE CONSULTANT TO PREPARE PLAN**

**Task 2: Hire Consultant**

**Task 2.1:**

- Prepare RFP to include San Andreas Town Hall Meetings, a public forum, and expected deliverables emphasizing public participation and outreach.

**Task 2.2:**

- Advertise RFP.

**Task 2.3:**

- Selection Committee reviews proposals received and selects 2 or 3 firms for interviews – if needed.

**Task 2.4:**

- Selection Committee to hold interviews with consultants – if needed.

**Task 2.5:**

- Selection Committee recommends consultant to be hired.

**Task 2.6:**

- CCOG enters into contract with consultant.

**DELIVERABLES (on a monthly basis):**

<b>Deliverable</b>	<b>Documentation</b>
Consultant hired to prepare plan	Contract between CCOG and Consultant Firm

**C. KICK-OFF MEETING WITH SELECTED CONSULTANT AND STEERING COMMITTEE**

**Task 3: Kick-Off Meeting with Steering Committee**

**Task 3.1:**

- Hold kick-off meeting with Steering Committee.

**Task 3.2:**

- Agree on process to develop plan including steering committee meetings, public outreach meetings, subcommittees, and deliverables.

**Task 3.3:**

- Steering Committee provides information of current issues, areas of concern and community background.

**DELIVERABLES (on a monthly basis):**

<b>Deliverable</b>	<b>Documentation</b>
Project schedule for meetings and deliverables	Minutes of the Kick-Off meeting
List of information available and current issues	Minutes of the Kick-Off meeting

**D. DATA COLLECTION**

**Task 4: Collect information on existing conditions and future expectations**

**Task 4.1:**

- Consultant meets with key individuals, organizations and government officials.

**Task 4.2:**

- Consultant inventories existing conditions.

**Task 4.3:**

- Consultant develops areas of deficiencies and recommendations for Steering Committee.

**Task 4.4:**

- Consultant presents existing conditions and deficiencies to Steering Committee.

**Task 4.5:**

- Steering Committee agrees on existing conditions and recommendations to be presented to the public.

**DELIVERABLES**

<b>Deliverable</b>	<b>Documentation</b>
List of existing conditions	Technical Memorandum 1
Deficiencies submitted	Technical Memorandum 1

**E. FIRST SAN ANDREAS TOWN HALL MEETING (WITH MEDIA)**

**Task 5: Public outreach to the community and media on existing conditions, deficiencies**

**Task 5.1:**

- First Town Hall Meeting with general public regarding existing conditions and deficiencies.

**Task 5.2:**

- Input from General Public received.

**Task 5.3:**

- Consultant develops Steering Committee, subcommittees, and Town Hall Meeting list of recommendations.

**Task 5.4:**

- Meet with media to review project.

**DELIVERABLES**

<b>Deliverable</b>	<b>Documentation</b>
List of participants	Sign-in Sheet
List of media contacted	Sign-in Sheet or other documentation
Comments received	Documentation of comments received
List of recommendations	Technical Memorandum 1

## F. RECOMMENDATIONS AND PRIORITIZATION FOR FUTURE CONDITIONS

**Task 6: Prioritize recommendations received to date and include them in report for possible future conditions**

**Task 6.1:**

- List of recommendations and prioritization of projects submitted to Steering Committee.

**Task 6.2:**

- Steering Committee reaches consensus on prioritization of improvements.

**Task 6.3:**

- Consultant develops list of prioritized improvements future conditions.

### DELIVERABLES

Deliverable	Documentation
Review all comments received to date and format to show how the viable suggestions are for future.	Minutes of previous steering committee and public outreach meetings including letters or written comments received
List of recommendations, prioritization and future conditions developed	Technical Memorandum 2

## G. DRAFT PLAN AND PUBLIC COMMENT

**Task 7: Prepare Draft Plan based on public comment and input to date**

**Task 7.1:**

- Consultant develops draft plan.

**Task 7.2:**

- Draft plan submitted to Steering Committee and distributes for public for review and comment.

**Task 7.3:**

- Draft plan reviewed by CCOG.

### DELIVERABLES

Deliverable	Documentation
List of comments received to date	Documentation of comments received
Submit draft plan to Steering Committee based on input to date	Minutes of the meeting and Draft Plan
Advertise draft plan availability	Notices of Draft plan and locations available for review
Receive input on draft plan	Written and verbal comments received to date

## H. SECOND TOWN HALL MEETING WITH MEDIA

**Task 8: Public outreach to the public on comments received to date and possible scenarios for future conditions**

**Task 8.1:**

- Consultant presents list of proposed project scenarios and priorities to public.

**Task 8.2:**

- Receive input from public on proposed improvements and priorities.

**Task 8.3:**

- Meet with media on project development to date.

**DELIVERABLES**

<b>Deliverable</b>	<b>Documentation</b>
List of participants at community workshop	Sign-in list
List of media contacted	Sign-in list or similar record of contacts
Begin draft plan based on input to date	Draft plan

**I. FINAL PLAN**

**Task 9: Develop Final Plan for Local Agencies**

**Task 9.1:**

- Consultant develops final plan.

**Task 9.2:**

- Final plan presented to San Andreas community at public meeting.

**Task 9.3:**

- Final plan submitted to Steering Committee for final review.

**Task 9.4:**

- Final plan reviewed before the Calaveras Council of Governments.

**Task 9.5:**

- Distribute Final Plan to all interested individuals, organizations and agencies.

**DELIVERABLES**

<b>Deliverable</b>	<b>Documentation</b>
Review final plan with steering committee	Minutes of the meeting
Review final plan with CCOG staff	Minutes of the meeting
Final Plan	Final Plan
CCOG Adopts Final Plan at Monthly meeting	CCOG Resolution
Distribute Final Plan	Distribution list of Final Plan recipients

**J. ADMINISTRATION/COORDINATION**

**Task 10: Calaveras Council of Governments will manage the project, steering committee, consultant and meetings with the public and steering committee**

**Task 10.1:**

- Administer grant coordination of all activities related to scope of work including funding reimbursements.

**Task 10.2:**

- Administer contractual arrangements with selected consultant and monitor consultant's work.

**Task 10.3:**

- Administer public notices, events and meetings.

**Task 10.4:**

- Monitor and keep records of work-to-date including action items and deliverables.

**DELIVERABLES**

<b>Deliverable</b>	<b>Documentation</b>
Grant coordination invoicing and reimbursements	Accounting documents of invoices and reimbursements

Public notices, events and meetings	Meeting notices
Monitor project progress	Meeting, comments, action items, deliverables, etc. records

## I. PROJECT DESCRIPTION

### Request for Proposals

The Calaveras Council of Governments (CCOG) is soliciting proposals from qualified consultants to prepare the San Andreas Rural Livable Mobility Plan. The project involves working with representatives of the community of San Andreas including, County government, Caltrans and interested citizens in determining existing and proposed pedestrian, bicycle, in-fill development and compact land use design along State Route 49 (SR 49). The project will include an analysis of the opportunities and constraints for connectivity between activity centers, residential land-uses and Main Street (St. Charles/SR 49) retail/community services. The project will also list prioritization of needed pedestrian, bicycle, in-fill development, context sensitive solutions (CSS), traffic calming measures and compact land use design including an assessment of funding opportunities. The final product will have 30% conceptual design and cost estimates for the top priority projects with 3D renderings. \$100,000 is available for this effort. The project should be completed by January 2009.

### Background

The CCOG is the State recognized Regional Transportation Planning Agency serving the Calaveras County “region”. The County seat and CCOG offices are in San Andreas, California located approximately 45 miles northeast of Stockton. The CCOG serves Calaveras County government, the City of Angels, as well as the numerous local unincorporated communities in the County. The CCOG is also establishing a working relationship with the Native Americans in Calaveras County which includes the Sheep Ranch Rancheria.

### Steering Committee

A Steering Committee is being formed and may include, but is not limited to, representatives from the following disciplines:

- Bicyclists, Pedestrians, Transit Users
- Calaveras Unified School District
- Citizens for San Andreas Community Group
- County Community Development Agency
- San Andreas Merchants (SAM)
- District Supervisor or designee
- Caltrans
- CCOG

The Steering Committee will oversee the consultant’s work as the project is carried out. The Steering Committee may also participate in the selection of the consultant to prepare the plan. CCOG staff will assist with steering committee and public meetings. The contract for consultant services will be between the Consultant and the CCOG.

### Planning Study Concept

It is important that interested consultant(s) demonstrate experience in developing reports for similar projects. Specific experience or expertise in the following listed areas is desired:

- (1) Expertise in public meeting facilitation and consensus building
- (2) Ability to generate high quality mapping and graphics (3 dimensional) as needed to analyze project alternatives in public meetings and to locate and describe prioritized projects in the final product
- (3) Familiarity with federal and state bicycle and pedestrian standards, regulations, and funding programs
- (4) Familiarity with land use planning processes in the State of California (including CEQA and NEPA) and how to coordinate this project with present and planned land use developments, context sensitive design and traffic calming techniques in the Community of San Andreas, Calaveras County

## **II. WORK PLAN**

### Desired Products

The product of this project will be the San Andreas Rural Livable Mobility Plan. The product should be developed so that information from the plan can be easily incorporated by reference and/or amendment into the Regional Transportation Plan, County General Plan and Community Plan. The product should also provide useful information and the support needed to secure grant funding, or secure development mitigation funds to implement projects listed in the plan.

## **III. DESCRIPTION OF WORK TO BE DONE BY CCOG**

The CCOG staff will provide general project oversight and management and act as the liaison between the Consultant, Caltrans, the Steering Committee and Local, State and Federal agencies involved in the planning process.

CCOG recently completed the 2007 Regional Transportation Plan. CCOG is also working on updating the countywide Circulation Study. The last countywide Bicycle and Pedestrian Master Plans were updated by the CCOG in 2007. These documents contain a current list of bikeway and pedestrian projects. Copies of the documents listed above are available for review at the CCOG office (8:00 a.m. – 5:00 p.m. most working days, please call in advance, 209-754-2094).

CCOG staff will provide the selected Consultant with the following:

- 1998 San Andreas Community Plan
- 2007 Calaveras County Bicycle Master Plan
- 2007 Calaveras County Pedestrian Master Plan
- 2007 Regional Transportation Plan
- 2007 Annual Transit Report
- 2008 County Baseline Report for the General Plan update

The CCOG will be responsible for distributing public notices, publishing newspaper ads and circulating the document.

#### **IV. DESCRIPTION OF WORK TO BE DONE BY CONSULTANT**

In developing the San Andreas Rural Livable Mobility Plan, it is anticipated the consultant will carry out processes similar to the following list of tasks:

1. Meet with steering committee and establish contacts with concerned citizens and public agencies
2. Collect and review existing data (related plans, available mapping, existing and planned population and land use information, etc.)
3. Conduct further data collection and outreach as may be necessary to produce background information for existing conditions within the community of San Andreas as it relates to land use and transportation
4. Prepare Public Outreach Marketing Plan appropriate for rural county
5. Produce data collection report and review the report with project steering committee
6. Analyze the data that has been collected and prepare recommended project priorities, as well as related policies, and programs for further oversight committee review. (Recommendations should include maps and graphics as well as concise preliminary project descriptions, cost estimates and funding sources)
7. Review results of analysis and recommendations with the project steering committee
8. Based on recommendations of the steering committee, prepare draft San Andreas Rural Livable Mobility Plan
9. Present the draft plan in two (2) San Andreas public meetings and final plan in (1) public meeting
10. Collect written and verbal public comments during and after the public meetings/hearings
11. Prepare recommended responses to public comments and any recommended modifications to the draft plan
12. Present the final plan to the CCOG for adoption
13. Prepare preliminary scope, cost, and schedule for highest priority capital facilities identified in the plan in support of grant applications or funding proposals

**Consultants are encouraged to submit proposals that vary from the process listed above if they believe the project's objectives can be achieved and costs can be reduced by an alternative approach. CCOG reserves the right to add or delete tasks identified in this RFP or any of the proposals during the course of negotiating the desired consultant contract.**

Additional work may be authorized and paid for should changes or additional assistance be requested by the CCOG. This work will be compensated on a time-and-expense basis at the Consultant's current rates.

## **V. DELIVERABLES**

Consultant will provide all submittals for the Steering Committee to review.

1. Twelve (12) copies of any Technical Memorandums to the Steering Committee.
2. Three (3) Administrative Draft copies and an electronic copy of the San Andreas Rural Livable Mobility Plan shall be submitted to CCOG staff.
3. Twelve (12) copies of the Draft San Andreas Rural Livable Community Plan shall be submitted to CCOG staff for review by the Calaveras Council of Governments, Calaveras County, Caltrans and public.
4. Three (3) Administrative Draft copies and an electronic copy of the Final San Andreas Rural Livable Mobility Plan shall be submitted to CCOG staff.
5. Twelve (12) copies of the Final San Andreas Rural Livable Mobility Plan including one (1) reproducible hard copy and one (1) electronic copy recognizable by MSWord to CCOG staff for distribution and circulation by the Calaveras CCOG.
6. At a minimum, Consultant shall attend:
  - Five (5) Steering Committee Meetings
  - Two (2) Public meetings in San Andreas (Draft Plan)
  - One (1) Public meeting in San Andreas (Final Plan)
  - One (1) Final Presentation to CCOG

### **Questions and Additional Information**

For additional information, please contact Timothy J. McSorley, Executive Director, at (209) 754-2094, Monday through Friday, 8:00 a.m. to 5:00 p.m.

**CONTRACT ATTACHMENT “B”**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**CALAVERAS COUNCIL OF GOVERNMENTS**

**and**

**CONSULTANT NAME HERE**

**For The Preparation Of The**

**SAN ANDREAS RURAL LIVABLE MOBILITY PLAN**

**DATE**

# **AGREEMENT FOR PROFESSIONAL SERVICES**

## **SAN ANDREAS RURAL LIVABLE MOBILITY PLAN**

### **CALAVERAS COUNTY, CALIFORNIA**

THIS AGREEMENT, made and entered this \_\_\_\_ day of \_\_\_\_, 2008, by and between CALAVERAS COUNCIL OF GOVERNMENTS, State of California, hereinafter referred to as the CCOG, and **CONSULTANT NAME HERE.**, hereinafter referred to as the CONSULTANT.

### **WITNESSETH**

THAT WHEREAS, the CCOG requires an independent consultant to provide the services necessary to conduct a San Andreas Rural Livable Mobility Plan.

WHEREAS, the CONSULTANT is duly licensed as a registered professional in the State of California and is qualified and experienced to provide such services.

NOW, THEREFORE, the CCOG and the CONSULTANT, for the consideration hereinafter named, agree as follows:

#### **I. WORK TO BE DONE:**

The scope of work shall include the specific work elements as described in "Attachment A" appended hereto. All such work shall be in strict accordance with applicable local, State, and Federal laws, regulations, and guidelines.

#### **II. TIME OF PERFORMANCE:**

Upon receipt of written authorization to proceed from the CCOG, the CONSULTANT shall commence immediately and shall complete the performance of its obligations under the Scope-of-Work within the time allowed, unless an extension of time is granted in writing by the CCOG. Said extension, if any, shall be granted only for good cause as determined at the sole discretion of the CCOG. The CCOG shall not withhold unreasonably its granting of extensions for delays which are beyond the control of the CONSULTANT.

Contract time will be 10 months, for project completion by January, 2009. CONSULTANT shall submit a work schedule prior to initiation of work, described in "Attachment B".

The CCOG observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. CCOG holidays and weekends shall not be counted as working days.

### **III. PAYMENT FOR SERVICES:**

For the services described herein, CONSULTANT shall be compensated on a time and materials basis as described in "Attachment C", for a total fee not-to exceed \$\_\_\_\_\_ (\_\_\_\_\_)

Invoices shall be submitted by the CONSULTANT at monthly intervals and payment to the CONSULTANT shall be made in a timely manner in accordance with Community-Based Transportation Planning grant reimbursement schedules determined by the California Department of Transportation (Caltrans). The CONSULTANT shall maintain accounting records and any other evidences pertaining to the cost incurred on the project and shall make the records available to the CCOG, or their duly authorized representatives during the AGREEMENT period and for a period of four (4) years from the date of final payment.

### **IV. INSPECTION OF SERVICES:**

Duly authorized representatives of the CCOG shall have right of access to the CONSULTANT'S plans, files, and other records relating to the project included in this AGREEMENT and may review services at appropriate stages during performance of this AGREEMENT.

### **V. NUMBER OF DOCUMENTS:**

CONSULTANT shall provide the CCOG with originals of all deliverables in hard copy and electronic form, and shall provide the CCOG with copies of all field notes, sampling and testing data, engineering reports, and other work products associated with the completion of work as described in Attachment A. The CCOG prefers electronic documents in Microsoft Word, Excel and .pdf formats.

### **VI. OWNERSHIP OF DOCUMENTS:**

All field notes, tracings, plans, specifications, maps, correspondence, sampling information, analytical laboratory data, reports, and other documentation prepared or obtained by the CONSULTANT under the terms of this AGREEMENT shall be the sole property of the CCOG, without restriction or limitation on their use.

If any of these field notes, tracings, plans, specifications, maps, correspondence and other documentation prepared under the terms of this AGREEMENT are used for any future work other than that specified herein, and if such documents are used without the CONSULTANT'S written acknowledgment, the CONSULTANT shall be relieved of any liability caused by the use of same.

At the conclusion of the project, all original documents shall be delivered to the CCOG. Consultant may retain for its purposes copies of said documents.

## **VII. COVENANT AGAINST CONTINGENT FEES:**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that he/she 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 making this AGREEMENT. For breach or violation of this warranty, the CCOG shall have the right to annul this AGREEMENT without liability or in 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.

## **VIII. STANDARD OF CARE:**

All documents and products shall be in conformity with applicable State and Federal regulations and shall be consistent with established standards for professional services.

## **IX. CHANGES IN SERVICES:**

No substantial change in the character or extent of the services to be performed by the CONSULTANT shall be made except by Supplemental Agreement, in writing and in advance of changes in services, between the CCOG and the CONSULTANT. The Supplemental Agreement shall set forth the proposed changes of services, adjustment of time, and adjustment of the cost to be paid by the CCOG to the CONSULTANT, if any.

## **X. TERMINATION OR ABANDONMENT:**

A. The CCOG reserves the right, by giving written notice to the CONSULTANT, to terminate this AGREEMENT or to suspend or abandon all or a portion of the project and all work connected therewith.

B. If all or a portion of the work covered by this AGREEMENT is suspended or abandoned by the CCOG, the CCOG shall pay the CONSULTANT only for services rendered or expenses incurred under this AGREEMENT up to the time that the CONSULTANT received written notice of termination, suspension or abandonment. The payment shall be based insofar as possible on the amounts established in this AGREEMENT, or, where the AGREEMENT cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage of work actually completed.

## **XI. NOTICES:**

Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party hereto, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid addressed to:

Timothy J. McSorley, Executive Director  
Calaveras Council of Governments  
P.O. Box 280  
San Andreas, CA 95249

Phone: (209) 754-2094  
Fax: (209) 754-2096

Principal Name  
COMPANY NAME

Address  
Address

Phone:  
Fax:

## **XII. INDEMNITY AND INSURANCE:**

CONSULTANT acknowledges and agrees that he/she is an independent contractor in the performance of this AGREEMENT and is not and shall not be an employee of the CCOG. CONSULTANT agrees to defend, indemnify and save harmless the CCOG, its Officers, Agents and Employees from any and all claims or losses for damage from death and/or injury to persons or physical damage of properties which are alleged to arise out of the performance of the services under this AGREEMENT, except for claims or losses due solely to the negligence, willful acts or breach of this AGREEMENT by the CCOG, its Officers, Agents or Employees.

CONSULTANT, at his/her own cost and expense, shall procure and maintain during his performance of this AGREEMENT, a policy of liability insurance issued by an insurance company acceptable to CCOG and an admitted California surety or insurance company, and naming the CCOG, its Officers, Agents, Subcontractors and Employees as additional insured in amounts not less than:

1. \$500,000 for injury to or death of one person and, subject to such limitation for the injury to or death of one person, of not less than \$1,000,000 for injury to or death of two or more persons as a result of any one accident or incident.
2. \$500,000 for damage to or destruction of any property of others.
3. Or as an alternative to 1 and 2 above, \$1,000,000 bodily injury and property damage combined.
4. Automobile liability shall be included in the above.

The above referenced policy of insurance shall contain a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured and a provision requiring that written notice be given CCOG at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be cancelled before completion of said work, CCOG may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts of money due CONSULTANT.

CONSULTANT, at his/her own cost and expense, shall procure and maintain during his performance of this AGREEMENT a policy of Worker's Compensation or employer's liability insurance, issued by an insurance company acceptable to CCOG for the protection of his employees, including executive, managerial, and supervisory employees, engaged in any work required by this AGREEMENT.

CONSULTANT, at his/her own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of professional liability insurance, issued by an insurance company acceptable to CCOG in the amount of \$1,000,000.

Before CONSULTANT shall commence work under this AGREEMENT and before any subcontractor shall commence work under any subcontract executed pursuant to this AGREEMENT, CONSULTANT shall deposit or cause such subcontractor to deposit a certificate evidencing each policy of insurance required by this AGREEMENT with CCOG.

### **XIII. GENERAL COMPLIANCE WITH LAWS AND ATTORNEY'S FEES:**

The CONSULTANT shall be required to comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT.

### **XIV. SUBLETTING AND PERSONNEL ASSIGNMENTS:**

The CONSULTANT acknowledges and agrees that the subletting or transfer of any portion of the services covered by this AGREEMENT, except as otherwise provided herein, shall be prohibited.

### **XV. PROFESSIONAL'S CERTIFICATION:**

The assigned professional shall be required to certify all reports and other documents furnished to the CCOG under this AGREEMENT to the extent required by the Professional Engineer's Act and the Land Surveyor's Act of the State of California, and usual custom and practice for similar services.

### **XVI. NONDISCRIMINATION CIVIL RIGHTS ACT OF 1964:**

During the performance of the work covered by this AGREEMENT, the CONSULTANT shall comply with applicable provisions of the Civil Rights Act of 1964.

### **XVII. GOVERNMENT CODE SECTION 7550:**

The CONSULTANT acknowledges his/her obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

### **XVIII. SUCCESSOR AND ASSIGNS:**

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto. The obligations under this AGREEMENT shall not be assigned without written approval of the CCOG.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.

**CALAVERAS COUNCIL OF GOVERNMENTS**

**CONSULTANT NAME**

By \_\_\_\_\_  
Timothy J. McSorley  
Executive Director

By \_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Melissa Eads  
Clerk to the Calaveras Council of Governments  
County of Calaveras, State of California

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

## **ATTACHMENT “C”**

### **FEE SCHEDULE**

#### **Professional Consultant Selection Procedure for Calaveras Council of Governments**

The Professional Consultant Selection procedures are established and set forth herein solely and exclusively for the purpose of aiding the CCOG in evaluating the proposals. These procedures do not create any rights for any persons or entities submitting proposals. CCOG retains the sole and complete discretion to select a consultant as it deems in the best interest of the CCOG. The CCOG reserves the right to reject any and all proposals for defects.

Selection of Professional Services for contracts to exceed \$10,000 shall be based upon written proposals submitted to the appropriate review board consistent with the written request soliciting such offer of service. The proposals shall be submitted separately in two parts as follows:

##### **PART I - Technical Proposal**

The Technical Proposal shall deal with the specific project requirements and the capability of the firm to deal with the project as outlined. Special concerns requested in the request for Professional Services shall be addressed along with any other special project requirement identified by the consulting firm. This portion of the proposal shall be used to rank all proposals received for ultimate selection. A review Board shall be formed composed of professional members of the CCOG and professional members of Caltrans. Selection of the Review Board shall be at the option of the Executive Director. The Review Board shall, in a professional manner, review each proposal and rate them in an acceptable manner to identify and rank the proposals in a selection order. After establishment of this selection order, the second proposal (cost data) shall be opened and reviewed.

##### **PART II - Fee Proposal**

The second proposal shall consist of a specific cost estimate that clearly outlines the method and amount in which the Professional Firm will be compensated for the work proposed. A charge-out rate sheet shall be attached when appropriate. No cost ranges shall be allowed in this proposal inasmuch as a comparison may be made with other offers. When the costs are within reasonable equity, not exceeding a 10% differential, the selection may be based upon the technical proposal. When a cost differentiation exceeds 10%, the Review Board may proceed with an interview with the top-ranking firm to negotiate a price within an acceptable range established by them. If the negotiation process is not successful, the next firm will be consulted and this procedure followed until a mutual agreement can be attained. Upon completion of the above procedure, the Review Board will make a recommendation to the Council.