

REQUEST FOR PROPOSALS

MENDOCINO COUNTY ZERO EMISSION VEHICLE (ZEV) REGIONAL READINESS PLAN PHASE 2 – IMPLEMENTATION PLAN



Issued by

Mendocino Council of Governments

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INTRODUCTION

A. THE REGION

Mendocino Council of Governments (MCOG) is the Regional Transportation Planning Agency for the rural Mendocino countywide region along the North Coast of California. State Routes 1 and 101 are the north-south corridors, and State Routes 20 and 128 are major east-west corridors. Air quality in the Mendocino County Air Quality Management District (MCAQMD) is generally good; vehicles represent one of the largest sources of emissions in the district. The region is still in economic recovery and fuel costs are an important factor considering the distances that many people cover daily. Tourism is a major driver of the economy, so many local businesses seek to attract visitors, especially from the urbanized areas to the south. Over the past four decades, Mendocino County residents have been leaders in renewable energy and alternate-fuel transport, with a spirit of innovation and self-reliance, local community identities, and strong environmental values.

B. ORGANIZATION & MANAGEMENT

This second phase of the Zero Emission Vehicle (ZEV) Regional Readiness Plan is funded by a \$25,000 Rural Planning Assistance grant from the California Department of Transportation (Caltrans). It is managed as an element of MCOG's Fiscal Year 2014/15 Transportation Planning Work Program and is overseen by MCOG's Administrative staff. More information is available at http://www.mendocinocog.org/reports_projects.shtml.

C. PREVIOUS WORK RELEVANT TO PROJECT

Mendocino County Zero Emission Vehicle (ZEV) Regional Readiness Plan (Phase I), completed in 2013 in cooperation with MCAQMD. The Plan is available at http://www.mendocinocog.org/reports_projects.shtml.

Zero Emission Vehicle Demonstration Project, Phases I and II, in MCOG's Planning Program, FY 1996/97, 1997/98, and 1998/99, funded by MCOG and California Energy Commission, with numerous in-kind contributions.

EVs for Education Program sponsored by Mendocino County Air Quality Management District and State of California Air Resources Board, assisted by Mendocino Clean Air Transportation Coalition, 2000-2001.

D. PURPOSE & GOALS

MCOG will contract with one or more qualified consultants to continue with planning tasks leading to implementation of the Mendocino County Zero Emission Vehicle (ZEV) Regional Readiness Plan. The consultant will work closely with MCOG, Caltrans, a technical advisory group representing local governmental agencies and affected stakeholders, and also engage the community.

The objective of this second phase is to engage appropriate jurisdictions and the community to concur with and promote plug-in electric vehicle (PEV) charging station locations in a public network that serves the entire countywide region as well as travelers. A Feasibility Report will be developed that answers specific questions raised by the Mendocino County ZEV Regional

Readiness Plan, which were unable to be addressed due to funding limitations. Results of the report, as an addendum to the Plan, will support implementation efforts that can be funded through the California Energy Commission's grant solicitations under AB 32, The Global Warming Solutions Act, and other programs.

The Mendocino County ZEV Regional Readiness Plan, through a regional transportation planning process, builds on previous work and participates in ongoing statewide and nationwide transitions to new vehicle technologies and renewable energy infrastructure, in response to health and environmental impacts, energy issues, and climate change. The goal of this plan is Mendocino County regional readiness to implement appropriate plug-in electric vehicle (PEV) charging infrastructure for public use as part of a network of neighboring regions and beyond, supporting regional and interregional use of electric and plug-in hybrid vehicles. Opportunities such as development of local solar-electric infrastructure can be explored to accommodate and encourage use of zero-emission vehicles.

This overall project responds to Goals, Objectives and Policies on Climate Change & the Environment, the first policy cited in the 2010 Mendocino County Regional Transportation Plan.

Objective: "invest in transportation projects that will help Mendocino County residents to proportionately contribute to the California greenhouse gas reduction targets established by Assembly Bill 32 and Senate Bill 375."

California Sustainable Communities Policy Objectives addressed include:

- Quantifiable reduction in greenhouse gas emissions
- Transportation/transit improvements
- Reduce fuel consumption
- Energy efficiency, conservation or renewable energy
- Protection of natural resources
- Reduction in toxic threats
- Creation of green jobs and/or industries
- Efficient use of existing infrastructure
- Promote public health and healthy communities

This project is consistent with at least five of the six Livability Principles of the Federal Partnership for Sustainable Communities: 1) Provide More Transportation Choices, 2) Enhance Economic Competitiveness, 3) Support Existing Communities, and 4) Coordinate Policies & Leverage Investment, and 5) Value Communities & Neighborhoods.

SCOPE OF WORK

A. RESPONSIBILITIES OF MCOG

Task 1 – Project Initiation

- Procure consultant and execute contract
- Identify partners and stakeholders; form Technical Advisory Group
- Coordinate with project partners and consultant

Task 5 – Project Administration

- Act as project manager; prepare and submit quarterly reports to Caltrans
- Act as fiscal manager; prepare and submit grant invoices to Caltrans

Generally provide guidance and support, review and comment on draft products.

B. RESPONSIBILITIES OF CONSULTANT

Task 2 Public Outreach

Public engagement is intended to receive responses to the 18 proposed plug-in electric vehicle charging station sites in the Mendocino County Zero Emission Vehicle (ZEV) Regional Readiness Plan, to the alternative sites identified, and to hear other community preferences as needed.

Task 2.1 Develop Stakeholder List/Prepare Outreach Materials for Public Engagement

- Build on existing list of stakeholders for invitations to at least three focus group listening sessions
- Provide direct outreach to local government agency stakeholders and property owners of potential sites
- Advertise two community workshops, one inland and one coastal
- Prepare outreach materials as appropriate.

Task 2.2 Conduct Focus Group Listening Sessions, Community Workshops , and Direct Contacts

- Plan, organize, and conduct outreach to agency partners, local jurisdictions, landowners, affected stakeholders and community at large for attendance at public meetings and engagement through electronic media and telephone interviews.
- Conduct a minimum of five public events: three focus groups and two community workshops.

Task	Deliverable
2.1	List of stakeholders, outreach materials, flyers, posters, news releases, emails, surveys, etc.
2.2	Agendas and workshop notes; workshop attendance sheets; PowerPoint presentations; refreshments, meeting facility rental; summaries of electronic outreach results; summaries of any interviews with local governmental agencies and property owners.

Task 3 Develop Draft Feasibility Report

Task 3.1 Determine Feasibility of Proposed PEV Charging Station Sites

- Review Mendocino County ZEV Regional Readiness Plan for previous data and recommendations (land ownership, environmental conditions, site characteristics, parking availability, ease of access, zoning, safety, etc.), and assess existing conditions relative to community site preferences
- Determine appropriate equipment types for each location.

Task 3.2 Project Mapping/GIS Database

- Map proposed charging station sites in Google Earth and existing GIS database.

Task 3.3 Prepare Cost Estimates

- Develop basic preliminary cost estimates for recommended sites, including design, environmental analysis, permitting, equipment, construction, and other considerations identified in the Mendocino County ZEV Regional Readiness Plan and Division of State Architect Guidelines and Best Practices.

Task 3.4 Prepare Draft Feasibility Report

- Compile and analyze data and opportunities for public PEV charging station locations. Summarize predominant concerns and issues as well as preferred alternatives
- Prepare draft feasibility report to address concerns and issues, through illustration of preferred locations; design and materials recommendations; and site features. Identify how the ZEV Regional Readiness Plan can best meet community goals to improve and promote use of plug-in electric vehicles. Consider connectivity of a public ZEV network. Identify existing or needed improvements to site locations. Prepare narrative report that documents the design process, summarizes issues and detailed alternative solutions and describes and supports conclusions. Identify preferred locations and recommend equipment types
- Include maps and cost estimates in draft report.

Task 3.5 Present Draft Feasibility Report

- Present Draft Feasibility Report to TAG and stakeholders, and compile feedback.
- Present revised Draft Feasibility Report to public for feedback, by various cost-effective means such as electronic media and drop-in locations.

Task	Deliverable
3.1	List of Proposed Locations
3.2	Project Maps, GIS Database
3.3	Cost Estimates
3.4	Draft Feasibility Report
3.5	TAG Agenda & Meeting Notes; Public Response Summary

Task 4 Final Feasibility Report Preparations

Task 4.1 Prepare Final Feasibility Report

- Prepare Final Mendocino County Zero Emission Vehicle (ZEV) Regional Readiness Plan – Phase 2 Feasibility Report based on TAG and community input.

Task 4.2 Present Final Feasibility Report

- Present Final Report at a public meeting of MCOG, for acceptance and incorporation into the Mendocino County Zero Emission Vehicle (ZEV) Regional Readiness Plan

- Make any needed revisions to Final Report, based on MCOG direction
- Deliver Final Report to MCOG.

Task	Deliverable
4.1	Final Feasibility Report
4.2	PowerPoint Presentation

C. FUNDING & BUDGET

State Rural Planning Assistance (RPA) funds are programmed for this project in MCOG’s Fiscal Year 2014/15 Transportation Planning Work Program, Work Element 5. A total of **\$22,000** is available for a contractor to perform the work described herein.

The State RPA grant requires that all contractors and subcontractors will be obligated to comply with all applicable State procedures and terms; refer to attached pro forma contract.

PROPOSAL REQUIREMENTS

A. CONTENT

Contact Information. In a transmittal letter or introduction, include the name, title, address, phone number, email address, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer, and who may be contacted during the period of proposal evaluation.

Project Management. Designate by name the project manager to be assigned to this project. The selected contractor shall not cause the substitution of the project manager without MCOG’s prior written approval.

Approach and Methods. Describe the overall understanding of and approach to the project, specific techniques or methods that can be expected to be used, as well as any specific project management and technical abilities. Itemize a time schedule for major tasks and deliverable products. Explain the system and practices proposed to ensure timely completion of the required tasks. Estimate hours and tasks to be assigned to each professional or team member.

Personnel Qualifications and Experience. Describe relevant qualifications, skills and experience of professional personnel and team members to be assigned, including a summary of similar work or studies performed. Professional resumes may be included.

References. List previous relevant projects completed, with clients’ contact information, approximate dates of the work, and staff who performed it. One or two examples of similar work completed may be provided in addition to listed references if desired.

Subcontractors. If a subcontractor is proposed, describe relevant qualifications, consistent with requirements for the prime contractor. Two or three references for similar projects

should be provided. Be advised that consultant mark-ups on subcontractor costs are not allowed under this grant program.

Cost Proposal. Itemize all items that will be charged to the project, including: hourly rates for principal(s) and staff to be assigned, their job classifications, any other direct costs, and a total “not-to-exceed” amount for the proposal. Indicate whether rates are fully weighted or that any overhead costs are added, and provide an itemization of hourly rates. Be advised that consultant mark-ups on direct costs are not allowed under this grant program. Travel expense reimbursement will be limited to approved State rates (refer to <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

B. SUBMITTAL

Proposals must be received by **January 23, 2015**. Four (4) print copies and one electronic copy are required. Email submittals will be accepted if print copies follow promptly. Late proposals will be returned unopened. Proposals may be mailed or hand delivered to the following contact person.

Questions regarding this Request for Proposals will be accepted only in writing (e-mail, fax, or U.S. Mail accepted). Written questions should include the individual’s name, the name of the firm, address, email, and telephone number. Questions and answers will be provided in the form of an addendum to this RFP for distribution to a selective list.

Please direct all inquiries to the project coordinator:

Janet Orth, Deputy Director/CFO
Mendocino Council of Governments
367 North State St., Suite 206, Ukiah, CA 95482

(707) 463-1859 ext. 14
(707) 463-2212 fax
e-mail: orthj@dow-associates.com
www.mendocinocog.org

PROPOSAL SELECTION and CONTRACT AWARD

A. PROPOSAL REVIEW

Proposals will be screened to determine whether requirements are met. Those that meet requirements will be forwarded to an evaluation panel.

B. EVALUATION

A proposal review panel consisting of representatives of MCOG staff members, and possibly advisory group members, will evaluate the proposals and determine whether interviews will be needed. On conclusion of the panel’s review or interviews, MCOG’s Executive Director will approve the final selection of a contractor. MCOG reserves the right to select a consultant based solely on written proposals.

Proposal scoring criteria and weighting will be as follows:

Responsiveness and comprehensiveness	Up to 10 points
Qualifications of personnel	Up to 20 points
Experience and past performance	Up to 30 points
Proposal contents and methods	Up to 30 points
Cost proposal	Up to 10 points
TOTAL	100 points max.

C. CONTRACT AWARD

A contract will be negotiated with the individual or firm determined in the proposal evaluation process to be best suited to perform this project. If a contract with terms acceptable to MCOG cannot be negotiated with the individual or firm submitting the highest rated proposal, then staff shall terminate negotiations with that firm and commence the negotiation process with the firm submitting the next highest rated proposal.

SCHEDULE

December 23, 2014	Request for Proposals
January 9, 2015	RFP questions due
January 15	RFP addendum as needed
January 23	Proposals due
January 26-30	Evaluation of proposals
February 2-6	Interviews as needed
February 6	Contract award
February 13	Contract execution and Notice to Proceed
February 16-20	Kickoff meeting
February - October	Project activity
November	Final Report due
December	Presentations and acceptance of Final Report
December 31, 2015	Conclude project

GENERAL TERMS

A. NON-COMMITMENT OF MCOG

This Request for Proposals does not commit MCOG to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. MCOG reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of MCOG to do so.

B. PUBLIC DOMAIN

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

C. PROTEST PROCEDURES

MCOG's "Protest Procedures and Dispute Resolution Process" shall be used to resolve any protests or disputes to this procurement process. This document is available at:
<http://www.mendocinocog.org/contact.shtml>

D. OTHER TERMS

Additional terms will be specified in a contract to be negotiated with the successful proposer; refer to the attached pro forma proposed contract.

MENDOCINO COUNCIL OF GOVERNMENTS

PROFESSIONAL SERVICES AGREEMENT

[Project Name]

This Professional Services Agreement ("Agreement") is entered into on [Date], by and between the Mendocino Council of Governments, hereinafter referred to as "MCOG" and [Company Name], hereinafter referred to as "Consultant."

RECITALS:

MCOG may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

MCOG is lead agency for the [Project Name], hereinafter referred to as the "Project," funded by [grant name, funding source and amount/s] from the [State of California, Department of Transportation], hereinafter referred to as the "State." MCOG shall be responsible to State for the successful completion of this Project, as authorized by resolution of MCOG's Board of Directors.

All services performed by MCOG, Consultant and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Mendocino laws, ordinances, regulations, and Caltrans' published manuals, including the approved grant application. In case of conflict between Federal, State and County of Mendocino laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Mendocino laws and regulations, respectively.

MCOG and Consultant agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in the attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by written agreement of MCOG and Consultant. [confirm Exhibits to be attached and label exhibits appropriately]

- Exhibit A: MCOG's Request for Proposals dated _____, with Attachments 1-6
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Rates of [Consultant] and Sub-consultants
- Exhibit D: Caltrans Local Assistance Procedures Manual Exhibit 10-J
- Standard Contract Provisions for Sub-consultant/DBE Participation.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in

size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

2. PAYMENT FOR SERVICES

Compensation for services provided shall not exceed \$[**contract amount**] This shall include compensation for completing the tasks and products identified in **Exhibits A and B**. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve **Consultant** of responsibility to provide those tasks and products specified in the Exhibits.

MCOG shall pay **Consultant** for work satisfactorily completed in accordance with **Exhibits A and B** according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with **Consultant's** Cost Proposal, as attached hereto and made a part hereof in **Exhibit B**.

3. INVOICES AND DISBURSEMENT

MCOG will pay **Consultant** no more often than monthly, based on itemized invoices for work completed, by task, including receipts and sufficient documentation of any direct expenses. Charges shall be shown to reflect hourly billing rates for all personnel labor. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices also shall include a narrative of work completed and documentation of any direct costs. **Consultant** mark-up of direct expenses or of subcontractor invoices are not allowable; therefore **MCOG** will not pay **Consultant** for any such increases to actual costs incurred.

MCOG shall review invoices and may approve them for payment or adjust them after contact with **Consultant**. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in **Exhibit B**. **MCOG** will make payments within 30 days of receipt of **Consultant's** invoices, or as promptly as its fiscal system allows.

MCOG shall hold ten percent (10%) retainage of each invoice from **Consultant** and shall make quarterly incremental acceptances of portions of the contract work, and release retainage payments to **Consultant** based on these acceptances. **Consultant** shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment from **MCOG** as defined in Attachment D, Standard Contract Provisions for Sub-consultant/DBE Participation, Section 4(D).

Contractor shall make progress payments to its subcontractors, if any, no later than 10 days following receipt of payments by **MCOG**, in accordance with Section 7108.5 of the California Business and Professional Code, unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with **MCOG's** prior written approval.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

If **MCOG** substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both **MCOG** and **Consultant**.

4. REPORTS

Due dates and milestones are detailed in **Exhibit B**. Preparation of deliverable work products detailed in **Exhibit B** shall be in formats acceptable to **MCOG**. **MCOG** will provide **Consultant** with guidance on acceptable formats. **Consultant** shall bear the expense of all printing and reproduction costs of the deliverable products, until final reports and products are accepted by **MCOG**. **Consultant** shall provide deliverable products in both print and electronic formats as specified in **Exhibit B**.

5. SERVICES OF MCOG

MCOG shall provide full information as to its requirements for performance of this Agreement, attached as **Exhibit A**. **MCOG** shall provide program guidance and appropriate monitoring of work task performance under this Agreement. **MCOG** shall place at the disposal of **Consultant** all available information pertinent to the project. **MCOG** will examine all studies, reports, or other submittals from **Consultant** and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

6. TERM OF AGREEMENT

The term of this Agreement shall be from [start date—spelled out] to [end date]. Execution of this Agreement by **MCOG** shall constitute **Consultant's** authority to proceed immediately with the performance of the work described by **Exhibit B**, provided that evidence of insurance has been received by **MCOG** as specified under Section 11 below.

All work by **Consultant** shall be completed and all deliverables submitted to and in the possession of **MCOG** by due dates listed in **Exhibit B**. Extensions of due dates shall be made only upon written authorization by **MCOG**. **Consultant** shall not be held responsible for delays caused by circumstances beyond its control.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

Consultant agrees that duly authorized representatives of **MCOG and State** shall have right of access to the **Consultant's** files and records relating to the **Project** and may review the work at appropriate stages during performance of the work. **Consultant** must maintain

accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at **Consultant's** offices during the contract period and thereafter for three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. (See also Section 13.)

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of **MCOG and State**.

Consultant is advised that Government Code Section 7550 states in part, “*Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.*”

[Opt.: “**MCOG shall have unlimited future rights to use any models or computer programs which may be developed during the course of this study, and MCOG shall be exempt from any extra charge or license fee imposed by Consultant for such use, unless specifically identified in the proposal.**”]

9. TERMINATION

At any time **MCOG** may suspend indefinitely or abandon the project, or any part thereof, and may require **Consultant** to suspend the performance of its services. In the event **MCOG** abandons or suspends the project, **Consultant** shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should **MCOG** determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of **MCOG**, **Consultant** fails to perform or provide prompt, efficient and thorough service, or if **Consultant** fails to complete the work within the time limits provided, **MCOG** shall have the right to give notice in writing to **Consultant** of its intention to terminate this Agreement. The notice shall be delivered to **Consultant** at least seven (7) days prior to the date of termination specified in the notice. Upon such termination **MCOG** shall have the right to take **Consultant's** studies, and reports insofar as they are complete and acceptable to **MCOG** and pay **Consultant** for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by **MCOG** due to the breach of this Agreement by **Consultant**. Said termination of the Agreement shall not relieve **Consultant** of its liability to **MCOG** for any damages, general or consequential, which **MCOG** may

sustain as a result of **Consultant's** failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless **MCOG** and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of **Consultant**, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the **Consultant**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where **Consultant** is found to have caused the injury, damage, or loss only in part, **Consultant** shall hold **MCOG** harmless only to the extent **Consultant** caused the injury, damage, or loss. **MCOG** agrees to timely notify **Consultant** of any such negligence claim and to cooperate with **Consultant** to allow **Consultant** to defend such a claim.

MCOG shall indemnify and hold harmless **Consultant**, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between **Consultant** and **MCOG** and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of **MCOG** or its contractors or their respective employees, officers and agents.

11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to **MCOG** for **MCOG's** protection, its elected or appointed officials, employees and volunteers, **Consultant** and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by **Consultant**, by another independent contractor, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to **MCOG** Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000
Each Occurrence and Vehicle/Property Damage - \$250,000
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, **MCOG**, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by **MCOG**. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve **Consultant** for liability in excess of such coverage, nor shall it preclude **MCOG** from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, **Consultant** shall furnish to **MCOG** satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

MCOG relies upon the professional ability and stated experience of **Consultant** as a material inducement to entering into this Agreement. **Consultant** understands the use to which **MCOG** will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination. a) In the performance of work under this Agreement, **MCOG, Consultant** and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b) **MCOG, Consultant** and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **MCOG, Consultant** and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full.

c) **MCOG, Consultant** and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement.

d) **MCOG, Consultant** and its sub-consultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. **MCOG, Consultant** and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex 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 contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. **Consultant** agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code

section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, **Consultant** shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. **MCOG, Consultant** and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. **MCOG, Consultant** and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by **MCOG** upon request, at no cost to State.

MCOG, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Mendocino.

15. INDEPENDENT CONSULTANT

Both **MCOG** and **Consultant** agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. **MCOG** shall compensate **Consultant** by payment of the gross amounts due to **Consultant**, and **Consultant** shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

16. FINANCIAL INTEREST

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **Consultant** further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

MCOG and **Consultant** each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither **MCOG** nor **Consultant** shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, **Consultant** reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of **Consultant**, the surviving member or members shall complete the professional services covered by this Agreement.

18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, addressed to the parties as follows:

Phillip J. Dow, Executive Director
Mendocino Council of Governments
367 N. State St., Suite 206
Ukiah, CA 95482

[Consultant Name, Title]
[Consultant Company Name]
[Address]
[City, State, Zip]

19. VENUE

The venue for this agreement shall be Mendocino County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

Phillip J. Dow, Executive Director
Mendocino Council of Governments

[Name, Title]
[Consultant Company Name]

Federal ID No.: _____