



**Request for Proposals
for
Transit Stop Cleaning and
Maintenance Services**

**PROPOSALS MUST BE RECEIVED
ON OR BEFORE
4:00 pm, June 13, 2018**

**SEND PROPOSALS TO THE ATTENTION OF:
Stephen Hanamaikai, Associate Planner
Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, California 95354**

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Request for Proposals for Transit Stop Cleaning and Maintenance Services

Purpose

The Stanislaus Council of Governments (StanCOG) is seeking proposals from qualified contractors to provide bus stop cleaning and maintenance for all transit stops served by Transit Agencies under StanCOG's jurisdiction. The proposed contract is for one-year with two (2) one-year options.

Background

StanCOG is the Metropolitan Planning Organization and Regional Transportation Planning Agency for the Stanislaus County region, which is largely rural, with agricultural lands and open space. Communities are characterized by lower density development and are dispersed and disconnected. The majority of the county's population lives in close proximity to State Route 99 in the cities of Modesto, Ceres, and Turlock.

At present, public transit services are provided by four transit operators, which are described below.

City of Ceres

The City of Ceres operates the Ceres Area Transit (CAT) and Ceres Dial-A-Ride (CDAR) systems. Combined, these two systems cover the City of Ceres and some unincorporated areas of Stanislaus County to the north, south, east and west of the Ceres city limits. CAT operates one fixed route with two way service on virtually the entire route. The CAT route operates Monday through Friday, 6:15 a.m. to 6:08 p.m. CAT is the smallest transit provider in the region.

City of Modesto

The City of Modesto operates both Modesto Area Express (MAX) and Modesto Dial-A-Ride (MADAR), which currently serves the City of Modesto and portions of other areas outside the city limits. MAX provides 17 urban bus routes on Mondays through Fridays, beginning as early as 5:45 a.m. and ending generally at 8:00 p.m. On Saturdays, MAX operates 15 routes; 12 MAX routes are provided on Sundays. The Modesto Dial-A-Ride system operates for the majority of the week as a senior/disabled, paratransit service to satisfy the Americans with Disabilities Act (ADA) for the City of Modesto transit system. MAX is the largest transit provider in the region.

County of Stanislaus

Stanislaus County operates Stanislaus Regional Transit (StaRT). StaRT services include eight fixed-route transit services, three intercity shuttle services, five dial-a-ride services, as well as ADA Complementary Paratransit Service Services. A large portion of StaRT's service area is located within the Modesto-Ceres-Turlock area along State Route 99; however, they also provide exclusive service to the more rural areas in the region.

City of Turlock

The City of Turlock operates both fixed route and dial-a-ride services. Each route departs simultaneously from the Turlock Regional Transit Center, located on Del's Lane at Golden State Boulevard. The fixed route service area covers about 80% of Turlock's city limits. General weekday hours of operation are from 6:00 a.m. to 9:00 p.m., and Saturday service is provided from 9:00 a.m. to 7:00 p.m. on all six fixed-routes.

Scope of Work

Contractor's Responsibilities

Contractor shall furnish all labor, materials, equipment, and supplies to clean and maintain all transit stops served by the Transit Agencies that are covered under this scope of work, including:

- The City of Modesto (Modesto Area Express);
- The City of Turlock (Turlock Transit);
- The City of Ceres (Ceres Area Transit); and
- The County of Stanislaus (Stanislaus Regional Transit)

The Contractor shall maintain all areas covered by the scope of work in outstanding condition. Contractor is required to visit each transit stop as many times as is necessary per week to maintain this condition.

Contractor shall provide a Weekly Task Report, completed per service stop, to the appropriate Transit Manager(s) in Microsoft Excel format. The Weekly Task Report must include the date, bus stop number, before and after photos (if requested by the Transit Manager), and a description of the maintenance performed. The Contractor shall compile the Weekly Task Reports for each calendar month, by agency, and provide the compiled reports as a Monthly Task Report to the StanCOG Project Manager.

At all times, the Contractor shall keep the work sites free from accumulation of litter, waste materials, and debris. This includes, but is not limited to, any paper products, glass, cans, graffiti, cigarette butts, hazardous materials, etc. Items must be collected and removed from work site after every maintenance service. It is the Contractor's responsibility, at its own expense, to properly dispose of such waste materials and debris. Hazardous materials (including biohazard materials) must be disposed of in a manner that is consistent with federal, state, and local regulations, including those related to municipal water system quality.

All transit shelters, benches, concrete pads, sidewalks, and other relevant transit amenities shall be pressure washed on a scheduled and as needed basis. Pressure washing must be performed outside of regular transit service hours. Concrete pads and sidewalks shall be pressure washed at least 20 feet on each side of the transit shelter, bus bench, etc. It is the Contractor's responsibility to establish a

schedule with the Transit Manager of each agency covered under this scope of work that assures transit stops are kept clean, attractive, and safe.

The Contractor shall clean solar lighting panels installed at bus stop shelters owned by agencies that will be covered under this scope of work. Contractor shall clean the solar panels using manufacturer's guidelines on a scheduled and as needed basis. It is the Contractor's responsibility to establish a schedule with the Transit Manager of each agency covered under this scope of work that assures solar lighting panels are clean and in working order. The Contractor shall notify the appropriate Transit Manager of any damaged or non-functional solar lighting or solar panels.

An initial electronic database (Microsoft Excel Spreadsheet) and map of the bus stop locations and the preferred cleaning, maintenance, and pressure washing schedule for each transit agency is included in Appendix B. Contractor shall develop a project approach, as detailed in Section II: Project Approach, and will provide a sample Weekly Task Report and sample Monthly Task Report. Contractor shall provide a per item cost for the cleaning and maintenance for transit amenities (e.g. shelter, bus bench, concrete pad, sidewalk, lighting fixture, solar panel, etc.) at transit stop locations that exceed what's specified in Appendix B.

The Contractor shall perform all maintenance in a professional manner, using quality equipment, methods, and materials. Contractor shall provide for competent superintendence and take precautions necessary to protect persons or property against injury and/or damage and shall not interfere with transit services. This includes, but is not limited to, providing for necessary traffic controls to ensure public safety. The Contractor must comply with all applicable local, state, and federal occupational and safety laws and regulations.

The Contractor shall be notified by the appropriate Transit Manager about service stop maintenance concerns submitted through local processes or mechanisms. It is the responsibility of the Contractor to respond to each concern and provide an approach for resolution as soon as possible, but no later than three (3) hours after notification. The Contractor must submit an electronic response to the appropriate Transit Manager upon completion of the task and will notify them of any unusual hazards.

The Contractor must remain mindful of customer service and maintain a professional approach/appearance/communication with all transit riders. The Contractor must ensure that all service crews wear uniforms with the company's logo. The Contractor must provide service vehicles that display the company logo, are in good operating condition, and all aspects of the vehicles body must be professional in appearance. All service vehicles shall comply with all local and state regulations. All vehicle registrations/tags and insurance must remain current throughout the term of the contract. The Contractor must take necessary precautions when service stops are populated with pedestrians and/or customers. The Contractor shall never preclude a transit bus from stopping at the bus stops.

Landscaping

Maintenance shall include all labor, materials, equipment, supplies and services to maintain street trees located in the immediate vicinity of a service stop in a manner that will ensure public safety and bus stop visibility. Street trees must be pruned in a manner that maintains the tree's overall balance and structural integrity. The contractor shall adhere to all applicable street tree maintenance, municipal stormwater quality, and traffic control ordinances and standards necessary to maintain street trees located in the immediate vicinity of service stops.

Trash Pickup

The Contractor is responsible for furnishing all labor, supervision, equipment, and any other materials necessary to remove trash from bus stops. The Contractor must furnish all trash bags consistent with the local Transit Agency requirements. Neither StanCOG nor the Transit Agencies will be responsible for dumping or landfill fees.

The Contractor shall be responsible for picking up trash and cleaning bus stops on a schedule approved by the appropriate Transit Manager. The Contractor shall be responsible for picking up any trash within a 20-foot radius from the location of the service stop, including but not limited to cigarette butts, gum wrappers, natural debris, etc. The Contractor is required to properly close and lock the trash containers after every service or trash collection. Contractor shall utilize existing trash container locks and keys.

Graffiti

The Contractor must remove graffiti from all bus stop amenities, including but not limited to, bus stop signs, bus stop poles, shelters, benches, trash receptacles, bike racks, etc. The Contractor shall submit a list for approval by the appropriate Transit Manager of the chemicals and solvents that will be used to remove graffiti.

The Contractor must follow all manufacturer recommendations before any graffiti removal is attempted. The Contractor shall be responsible to repair or replace any damaged bus stop amenities or other property or equipment caused by improper use of cleaning materials. The Contractor must follow all local, state, and federal stormwater quality laws and regulations when removing graffiti.

Transit Manager and Transit Agency Responsibilities

Each Transit Manager shall monitor to ensure that all Contractor or Sub-contractor responsibilities are being completed for their agency in a manner that is consistent with the approved Scope of Work. The Transit Managers must approve any additional maintenance expenses requested by the Contractor. Additional maintenance expenses beyond what is covered by this scope of work shall be funded by the appropriate Transit Agency and shall be made at the sole discretion of the appropriate Transit Manager.

Project Timeline

The initial Bus Stop Cleaning and Maintenance Services project contract will be for a 12-month period from July 1, 2018 through June 30, 2019 and will include two (2) one-year contract options

Conditions and Instructions to Firms

Proposal Delivery Location

The Proposer shall deliver the proposal to the Stanislaus Council of Governments (StanCOG), located at 1111 I Street, Suite 308, Modesto, CA, 95354 by 4:00 PM on Tuesday, June 13, 2018. Proposals received after that time will be returned unopened to the respective firm and/or team and will not be considered for evaluation.

Fax or e-mail proposals will not be accepted.

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

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

Please submit one original and four (4) copies of your proposal. Please label the original as such. In addition, please include an electronic copy (in PDF format) of your complete proposal package on a Flash Drive.

Required Content of the Proposal

The proposal shall be concise, well organized and demonstrate the contractor's and/or team's qualifications and experience applicable to the project. The proposal shall be limited to 15 one-sided pages (8.5" x 11"), inclusive of text, tables, figures/graphics, and cover letter. 11" x 17" pages for graphics count as 1 page, if needed. A summary of qualifications can be included in lieu of résumés in the proposal body. Please provide complete résumés in an appendix. The résumés in the appendix will not count towards the 15 page limit.

The proposal document shall include the following:

1. Cover Letter
2. Section I – Project Understanding and Qualifications
3. Section II - Project Approach
4. Section III – Cost Estimate and Schedule

Proposers and/or teams are required to submit the above four elements in order for the proposal to be considered responsive.

Cover Letter

The submittal should include a letter describing the contractor's and/or team's interest in providing the scope of services for the project. The person authorized by the contractor and/or team to negotiate a contract with StanCOG shall sign the cover letter. Include the name, phone number, and email address of a contact person for the proposal process.

Section I: Project Understanding and Qualifications

In Section I, the submittal should include a description of the proposer's and/or team's understanding of the project and information on the proposer's/team's qualifications and ability to perform the work described in the Scope of Work. This section shall address the following topics:

1. Brief history of the proposer and/or team, including key personnel.
2. Names and resumes of project manager that will be assigned to this project.
3. Description of experience (proposer and/or team) in transit shelter cleaning and maintenance.
4. Statement of project understanding.
5. Client references from recent similar projects identifying the project name, your budget, and year, and the name, address, and phone number of person to contact (client project manager/representative).
6. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work.

Section II: Project Approach

This section should present the proposer's technical and project management approach, including but not limited to the proposed approach and schedule for cleaning and maintaining all transit shelters and transit stop amenities. Proposer shall provide a sample Weekly Task Report and sample Monthly Task Report.

Section III: Cost Estimate

The Cost Estimate section identifies the total cost to the Stanislaus Council of Governments for the proposal being submitted. Proposer shall submit the Price Sheet included in Appendix C. The proposal must divide the project into separate functional work tasks, corresponding with each transit agency, and provide the associated fees for the work to be done. This should include an estimate of the work hours of the various personnel involved.

The Proposer will also provide a per item cost for the cleaning and maintenance at transit stop locations that exceed what is specified in Appendix B.

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

Proposal Evaluation Criteria

Proposals shall be evaluated based on the criteria determined by StanCOG staff, as described below. Oral Interviews may be held if determined necessary. StanCOG reserves the right to add the proposer's interview scores into the evaluation or to select the proposer based solely upon their written proposal.

Staff Qualifications and Project Experience

The proposals will be evaluated based on the proposers or team's qualifications, related project experience and cost. An understanding of the work to be performed, the proposed project approach, and the qualifications, experience, ability and capacity of the proposer and/or team to complete the project, is paramount in the selection process. The contractor should show a strong understanding of the Stanislaus County region.

Consultant Selection Process

Evaluation Committee

The Evaluation Committee shall be comprised of five (5) members: one (1) StanCOG staff member and the four (4) local transit agency managers from the Cities of Ceres, Modesto and Turlock and the County of Stanislaus. Proposal documentation requirements set forth in this Request for Proposal are designed to provide guidance to the submitting proposer or team concerning the type of information that shall be used by the Evaluation Committee. The proposer or team shall be prepared to respond to requests by the Evaluation Committee for any oral presentations and other items deemed necessary to assist in the detailed evaluation process.

Evaluation of Proposals

The objective of this evaluation is to perform a thorough and fair assessment of each proposer's or team's responses and facilitate the selection of a proposal (or proposals) that best satisfies StanCOG's requirements.

Evaluation Steps

It is anticipated that the Evaluation Committee will take the following steps in evaluating proposals; however, a strict observance to the evaluation steps is not required.

- Step 1. Review and evaluate all received proposals
- Step 2. Short-list the top 2 to 4 proposals
- Step 3. Conduct Contractor Interview(s); Interviews conducted only if needed
- Step 4. Rank Proposals
- Step 5. Provide Recommendation of Award to StanCOG Policy Board

The Evaluation Committee shall be responsible for performing the evaluation of each proposal, including an evaluation of the Cost Estimate.

Evaluation Criteria

Specific considerations shall be given to:

1. Understanding of the work to be performed;
2. Quality of the proposer's or team's response to the Request for Proposal including adherence to format, completeness, and extent of documentation;
3. The quality, experience, and availability of the proposed manager and staff for the project;
4. The qualifications, experience, ability, capacity, and skill of the proposer and/or team to complete the project within the budget specified, without delay;
5. The list of services to be provided, including the approach to project delivery;
6. Use of innovative and advanced techniques for this project or those used in previous projects;
7. The character, integrity, reputation, experience, and efficiency of the contractor;
8. Demonstration of successful performance of similar projects; and
9. Other factor(s) deemed to be in the best interests of StanCOG.

The Evaluation Committee will use the following weighed scoring criteria for each proposal:

1. Capacity of contractor or team to complete all work specified in the Scope of Work (30%);
2. Experience with similar projects (30%);
3. Cost estimate (40%)

Tentative Schedule for Consultant Selection

Notification of Request for Proposals	May 23, 2018
Last Day to Submit Questions	May 30, 2018
Proposals due to StanCOG	June 13, 2018
Evaluation Committee Interviews / Firm Selection	June 14-16, 2018
Recommendation to StanCOG Policy Board	June 20, 2018
Completion of Agreement/Notice to Proceed	June 28, 2018

APPENDIX A: Signature Page

IMPORTANT RFP INSTRUCTIONS

FIRM OR TEAMS ARE REQUIRED TO SUBMIT

AN ORIGINAL AND FOUR (4) ADDITIONAL SIGNED COPIES OF THIS
PROPOSAL

AND ONE (1) ELECTRONIC COPY (IN PDF FORMAT) ON A CD OR FLASH
DRIVE

INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES

AND CATALOGS ON THE DATE, TIME, AND LOCATION

SPECIFIED ON THE COVER SHEET.

FAILURE TO DO SO MAY CAUSE YOUR PROPOSAL TO BE REJECTED

DECLARATION UNDER PENALTY OF PERJURY

PLEASE READ CAREFULLY BEFORE SIGNING

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

To the Stanislaus Council of Governments:

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

SIGNATURE PAGE

Name of Firm and/or team: _____

Address: _____

Telephone: _____

Fax Number: _____

E-mail Address: _____

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

Type or Print Name and Title

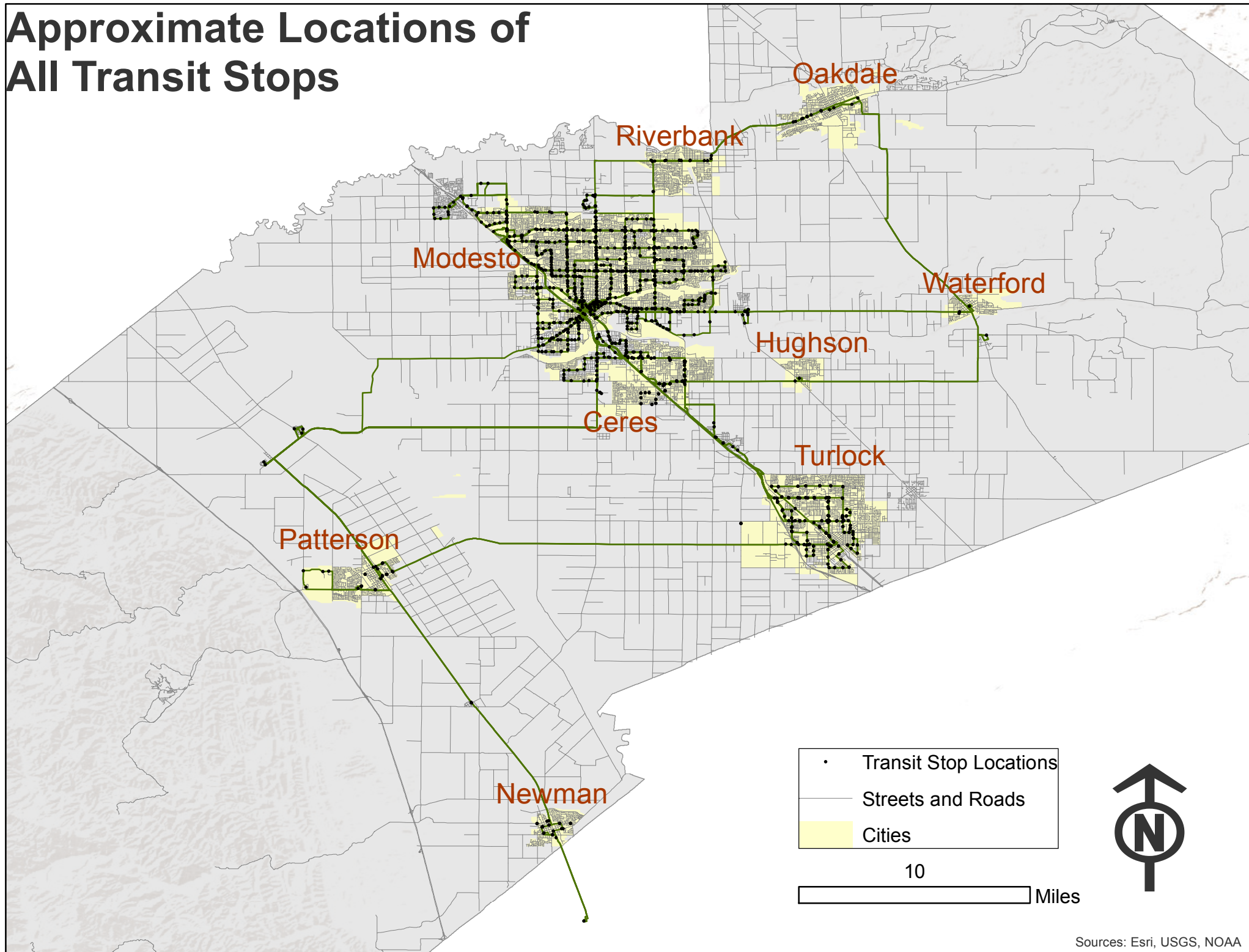
Signature

APPENDIX B: Bus Stop Locations List and Map

A map of the bus stop locations is included in Appendix B. An electronic database (Microsoft Excel Spreadsheet) containing all bus stop locations, amenities, and cleaning/maintenance schedule can be downloaded at the following link:

<http://stancog.org/pdf/rfp/combined-inventory-final.xlsx>

Approximate Locations of All Transit Stops



APPENDIX C: Price Sheet

Appendix C

Bidders Name: _____

Agency	Maintenance Schedule	Description	# of Locations	Price per Location	Total
Ceres	Weekly	Regular maintenance: Clean benches; empty trash cans; maintain cleanliness of stop location, etc.	18		
	Monthly	Pressure wash shelters and cement pads; clean and solar lighting and panels	15		
	Daily	Regular maintenance: Clean benches; empty trash cans; maintain cleanliness of stop location, etc.	68		
Modesto	Every 2 Days	Regular maintenance: Clean benches; empty trash cans; maintain cleanliness of stop location, etc.	60		
	Weekly	Pressure wash shelters and cement pads; Clean benches; empty trash cans; maintain cleanliness of stop location, etc.	586		

	Monthly	Pressure wash shelters and cement pads	552		
	Bi-Weekly	Pressure wash shelters and cement pads; Clean benches; empty trash cans; maintain cleanliness of stop location, etc.	61		
Stanislaus	Bi-Monthly	Clean and inspect solar lighting and panels	29		
	Weekly	Regular maintenance: Clean benches; empty trash cans; maintain cleanliness of stop location, etc.	27		
Turlock	Semi-monthly	Regular maintenance: Clean benches; empty trash cans; maintain cleanliness of stop location, etc.	75		
	Monthly	Pressure wash shelters and cement pads	20		

Total:

Date:

Signature:

Print Name:

Company:

Title:

Phone Number:

Email:

APPENDIX D: Sample StanCOG Professional Services Agreement

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 than ONE MILLION DOLLARS (\$1,000,000) per incident or occurrence, and providing property damage liability of no less than TWO HUNDRED FIFTY THOUSAND DOLLARS \$250,000 per incident or occurrence.

C. Workers' Compensation Insurance.

Workers' Compensation Insurance as required by the California Labor Code. In signing this AGREEMENT, the CONSULTANT certifies under section 1861 of the California Labor Code that CONSULTANT is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's' 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 provision 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**

Rosa De León Park
It's Executive Director

Its _____

Date

Date

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

**EXHIBIT B
COST PROPOSAL**

SAMPLE

EXHIBIT C
FORM FHWA 1273 PROVISIONS

SAMPLE