

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

---

# REQUEST FOR PROPOSALS

## Rural Smart Growth: A Community-Based Plan for Valley Springs

---

Inquiries: Questions regarding this solicitation should be directed to:

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

Submittals: Proposals (original, plus five copies) must be received no later than 4:30 p.m. on **December 23rd, 2008**

## **TABLE OF CONTENTS**

**I. OVERVIEW**

**II. SCOPE OF WORK**

**III. SCHEDULE**

**IV. COMPENSATION**

**V. PROPOSAL REQUIREMENTS**

**VI. SELECTION CRITERIA AND PROCESS**

**VII. CONTRACT CONDITIONS**

**ATTACHMENT “A” SCOPE OF WORK**

**ATTACHMENT “B” SAMPLE CONTRACT**

**ATTACHMENT “C” FEE SCHEDULE**

# REQUEST FOR PROPOSALS

## PREPARATION OF:

### **Rural Smart Growth: A Community-Based Plan for Valley Springs**

#### **I OVERVIEW**

The Calaveras Council of Governments (CCOG) is soliciting proposals from consulting firms to prepare Rural Smart Growth: A Community-Based Plan for Valley Springs. The Plan shall meet the requirements of the State Department of Transportation approvals per the State's Community-Based Transportation Planning (CBTP) grant requirements.

#### **II SCOPE OF WORK**

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

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

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

#### **III SCHEDULE**

It is anticipated that award of the formal contract by the CCOG Executive Director will occur in January, 2009. Following a written notice-to-proceed, to be issued by the Executive Director, the Consultant's work shall begin within 7 days and shall be completed in accordance with the schedule stipulated.

November 12, 2008	RFP Issued
December 10, 2008	Pre-submittal meeting (not mandatory)
December 23, 2008	<b>Proposals Due</b>
January 9, 2009	Consultant selection announced/Contract Awarded

Questions regarding the project will be addressed by the Project Partners at the pre-submittal meeting to be held in San Andreas at the CalWORKS building (Sequoia room, located at 509 E. Saint Charles Street) at 1pm. Attendance is not mandatory for consideration of proposal. A summary of questions

and responses will be available following the meeting at the CCOG website on or before December 12, 2008.

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

#### **IV COMPENSATION**

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

- All services rendered as described in the Scope of Work, including all labor, equipment, materials, and expenses, the Consultant shall be compensated on a time and expenses basis by task for work completed.
- Not-to-Exceed amount for services requested: **\$163,221**

#### **V PROPOSAL REQUIREMENTS**

##### **Submittals**

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

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

**Faxed copies will not be accepted.** To be considered, proposals must be received no later than 4:30 p.m. on **December 23, 2008.**

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

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

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

**Project Team.** Provide an organization chart that identifies the individuals and sub-

consultants, if applicable, assigned to and responsible for the key elements of the work scope and their relationship to those elements. Indicate the number of hours each member has been budgeted and will be assigned to the project. Specifically, identify the personnel assigned to the following duties: data evaluation/reporting, and technical review. It is the CCOG's intent to have the proposed project team committed to this project as a contract provision (see Standard Agreement in Attachment "B").

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

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

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

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

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

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

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

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

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

## VI SELECTION CRITERIA AND PROCESS

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

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

## VII CONTRACT CONDITIONS

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

**ATTACHMENT “A”**

**Preparation of Rural Smart Growth:  
A Community-Based Plan for Valley Springs**

**Table of Contents**

- I. PROJECT DESCRIPTION**
- II. THE ROLE OF CALAVERAS COG AND PROJECT PARTNERS**
- III. SCOPE OF WORK, DELIVERABLES AND PROJECT TIMELINE**

## **I Project Description**

Under the general authority and direction of Calaveras County, the Calaveras Council of Governments (CCOG), in partnership with the Calaveras Community Development Agency (CDA), the Local Government Commission (LGC), and MyValleySprings.com (MVS), herein after referred to as the project partners, will engage residents, agencies, elected leaders, and stakeholders in a multi-day public design charrette process to produce a Valley Springs community plan with a common vision that honors the area's natural and rural qualities and, at the same time, recognizes the critical link between land use and transportation planning. The final product will be a community planning document consistent with the Calaveras County General Plan requirements and the California Environmental Quality Act (CEQA). The planning document will encourage mixed-use growth in suitable locations, improve neighborhood connectivity, and revitalize the historic town center. It will also facilitate pedestrian and bicycle linkages, transit service to community focal points, and context-sensitive roadways that respect the natural and built environment.

Greater Valley Springs is an unincorporated area of approximately 7,600 residents in northwest Calaveras County. The project area encompasses the land within the 1974 Valley Springs Community Plan boundaries as well as land in the surrounding area. The core of Valley Springs is the intersection of Highways 12 and 26. Since the 1970s, substantial growth has occurred outside the 1974 boundaries, primarily southwest of the original town. Greater Valley Springs (along with Copperopolis) is one of the two fastest developing areas of housing in the county, placing strain on roadways and other infrastructure with low-density, automobile-dependent development. Continuing this pattern will increase vehicle trips, the loss of agricultural land, open space and community character, and further strain the integral relationship between transportation and land use. Additional challenges include increased flooding (including the state highway), declining air and water quality, a lack of affordable housing, and diminished access to services. To address these challenges, the project will be guided by an advisory group of key stakeholders. The project partners experienced in the creation of livable communities will manage all aspects of the project.

In Valley Springs, lack of coordinated planning and effective development standards have resulted in competing town centers—the existing “old town” and newer, automobile-oriented strip-commercial development located on opposite sides of the Highway 12/26 junction. It has resulted in congested intersections and a disconnected street system. It has resulted in flooding by allowing development on wetlands and floodplains. It has also resulted in the rapid conversion of greenbelts and open space, which impacts the rural character typified by working landscapes, wildlife and plant habitat, and the natural beauty of rolling foothills.

The Calaveras County General Plan update is underway, but the general plan budget does not allow for individual community plans. A community plan in Valley Springs is desperately needed. The plan has not been updated since 1974. Without genuine input from the public and a vision for the future of Valley Springs, its boundaries will be determined solely by rapid growth and development. Over 3,500 residential units are currently being built, under review, or planned for the greater Valley Springs area. Completion of these residences could double the population and create a severe impact to the state highway system without transportation alternatives.

To address this challenge, the project partners envision a community plan for Valley Springs that will implement principles consistent with sustainable development, smart growth, and the “new ruralism” including clearly defined community edges; a sense of place reflected in town form and

architecture, landscaping, history and culture; long-term environmental stewardship; a sense of community and shared values expressed in the physical setting; and nurturing a sense of connection to land and to place.

The heart of the proposed community planning effort is a highly participatory public design charrette process. An inclusive advisory group of agencies and community stakeholders will be convened in advance of the charrette to build common understanding of the project from different perspectives, to scope out core issues and key players, help plan the events, and provide guidance to maximize community participation and involve under-served groups. Charrette events will take place in two stages over ten days to: 1) establish the vision for a coordinated land use and transportation plan; and 2) establish the basis for zoning, subdivision and development standards to direct revitalization of the town center and to direct the form and character of new neighborhoods, streets and corridors. Plan concepts and components will be presented to the community at each stage for feedback to ensure the design team is meeting expectations. Later on, the advisory group and agencies responsible for plan implementation will review the draft plan to provide further direction. In addition, the project partners will provide information and solicit input from the community throughout the project process using a website, a new community plan webpage, local media, and its local communication network.

Ultimately, the proposed public process and resulting community plan can become a blueprint for creating a model rural community. Like the other small towns of the Sierra Nevada foothills, Valley Springs needs to be better prepared to accommodate growth. This project will serve as an example to other Sierra Nevada foothill communities of how to manage growth gracefully with the proper balance between stability and change.

## **II The Role of Calaveras COG and the Project Partners**

**Calaveras Council of Governments (CCOG).** CCOG is the applicant and will be the recipient of the grant funding and execute the contract with Caltrans and sub-recipients, review grant products, and perform grant administration functions as required. The CCOG will issue the RFP for a team of qualified consultants to work with the project partners. The COG will identify at least one member of its staff to participate in all aspects of the project. The CCOG is the State recognized Regional Transportation Planning Agency serving the Calaveras County “region,” and serves County government, the City of Angels, as well as numerous local unincorporated communities in the County.

**Calaveras County Community Development Agency (CDA).** CDA is responsible for developing and maintaining the county’s general plan, including its community plans. As a project partner and sub-recipient, CDA will provide the services of staff planner to ensure the resulting planning document is consistent with the county’s general plan requirements and process, and that the county’s public participation goals for the general plan update are met.

**The Local Government Commission (LGC).** LGC will organize and facilitate the public planning process, and lead the project consultant team, which will include an urban design consultant and a transportation planner/engineer to be named, and prepare portions of the plan. LGC is a 501(c)(3) non-profit membership organization of agencies, elected officials, urban planning and design professionals, and other community leaders that has been assisting California local governments for over 25 years. The LGC assists localities in creating more economically vibrant, environmentally

sustainable, and civically involved communities. The LGC has conducted over two dozen charrette events throughout California in the last 8 years and has written many guidebooks including *Participation Tools for Better Land Use Planning*, *A Policymaker's Guide to Infill Development*, and *Street Design Guidelines for Healthy Neighborhoods*, which are distributed nationally by the American Planning Association. LGC will be responsible to coordinate and provide public education throughout the project, conduct media and outreach activities to promote events, organize and facilitate multi-day focus meetings, community workshops and public input activities, and prepare written portions of the urban design plan.

**MyValleySprings (MVS).** MyValleySprings.com evolved from a group of citizens concerned about the cumulative impact of rapid growth and exurban development in western Calaveras County. It became increasingly clear that projects were proceeding with no meaningful mitigation to preserve a safe, healthy and productive human and natural environment. Therefore, it became the mission of MyValleySprings.com to promote responsible growth and development through public participation in community planning in order to preserve the quality of rural life in the greater Valley Springs area, and, thereby, provide an example of smart growth principles applied to a Sierra Nevada Foothill community. The group has been actively engaged in community planning issues since 2005. MVS will coordinate with the project partners to promote and publicize the project, secure meeting facilities, food, and refreshments, and ensure public participation in all aspects of the community planning process.

### **III Scope of Work with Deliverables**

#### **“Rural Smart Growth” Community-Based Plan for Valley Springs: Scope of Work/Timeline**

The proposed “Rural Smart Growth” Community-Based Plan for Valley Springs will be developed through community participation facilitated by the Project Partners including the Calaveras Council of Governments (CCOG), the County of Calaveras, MyValleySprings.com (MVS), Local Government Commission (LGC), and a Consulting team selected by the aforementioned parties.

#### **A. PREPARATION AND COMMUNITY OUTREACH**

##### **Task 1: Project Planning and Coordination**

The project partners will work with government agencies, special districts, property owners, local businesses and residents to identify issues and stakeholders and gather physical planning information related to the study area.

##### **Task 1.1:**

- Project partners will assemble a contact list of public officials and agency staff, service organizations, businesses, neighborhood groups, developers and other interest groups that reflect the demographics and perspectives of the community.

##### **Task 1.2:**

- The project partners will work with key representatives from the list to determine the charrette schedule and accessible locations for the events.

##### **Task 1.3:**

- The project partners will prepare an RFP to be issued by CCOG to hire the project consultant team. The Consultant will serve as the principal land use, urban design and plan development partner, including a transportation planner to analyze and prepare circulation recommendations.

**Task 1.4:**

- LGC will research, collect and organize available information for the study area, including traffic volumes, crash data, regional transportation plans, state route concept reports, aerial and other base maps, General Plan and other policy documents, development standards and regulations, and relevant studies.
- **Task 1.5:** LGC will conduct a one-day pre-charrette site visit and meeting with the project partners, consultant and selected stakeholders to review and document existing conditions.

**Task 1.6:**

- LGC will coordinate with the CDA to gather aerial images and mapping data for the consultant team and use at charrette design tables.

**DELIVERABLES:**

<b>Date</b>	<b>Deliverable</b>	<b>Documentation</b>
Nov-Dec '08	Identify and solicit community stakeholders	Lists of contacts
Jan '09	Request for Proposals	Executed contract w/ Caltrans and Project Consultant
Jan-Feb '09	Draft and final charrette schedule	Final agenda
Jan-Mar '09	Collected information	List of planning data
Jan-Feb '09	Meeting and field visit	Agenda, participant list, digital photos
Feb-Mar'09	Produced aerial and plan view base maps	3'x4' base maps

**Task 2: Outreach and Publicity**

Project partners will lead the publicity and outreach effort throughout the course of the project.

**Task 2.1:**

- Project partners will convene an advisory group of ten to twenty representatives from agencies and the community to identify issues, identify additional planning data needs, and to determine strategies to engage all segments of the community and maximize participation in the charrette. The committee will also help guide development of the plan following the charrette.

**Task 2.2:**

- The project partners will identify stakeholder groups (e.g., business owners, developers, community service providers, multifamily residents, emergency responders, school students, conservation interests, etc.) to be invited to participate in focus meetings as part of the charrette.

**Task 2.3:**

- Project Partners/Consultant will produce flyers publicizing the charrette for community-wide distribution, posters for display at prominent locations, and yard signs.

**Task 2.4:**

- Governments, businesses, schools, and service organizations will be asked to distribute flyers and information about the charrette through their communication networks. Project partners/Consultant will ask Calaveras Unified School District to send flyers home with students.

**Task 2.5:**

- Project Partners will send announcements to its community registrants.

**Task 2.6:**

- Announcements and press releases will be distributed to *Valley Springs News*, *Calaveras Enterprise*, the *Record* and other local media.

**Task 2.7:**

- The project partners will pursue changeable roadside message boards and banners announcing events.

**Task 2.8:**

- Project Partners will create and maintain an independent Valley Springs Community Plan update webpage where they will post announcements, photos and project updates.

**Task 2.9:**

- Project Partners in coordination with Consultant will conduct a community survey.

**DELIVERABLES:**

<b>Date</b>	<b>Deliverable</b>	<b>Documentation</b>
April '09 (prior to first charrette) Jun-Jul '09/10 (prior to second charrette)	Minimum of two advisory committee meetings	Agendas, participant lists and meeting notes
Outreach materials to begin dissemination 6-8 weeks prior to event	Outreach materials (media announcements, flyers, invitations, posters, etc.) & Community Survey	Copies of materials and modes of outreach and distribution summary (survey results)

**B. PUBLIC PROCESS**

**Task 3: Charrette Events**

The charrette is the centerpiece of this proposed community-based planning project. Project Partners and the project consultant will organize the charrette. It will be conducted in two stages over a two-month period as described below.

**Task 3.1: Stage One: Town Plan (Land Use, Transportation, and Boundaries)**

The first stage is planned for 5 days. The purpose of the event will be to establish guiding design principles and plan concepts for neighborhoods, public and open space, and pedestrian, bicycle and transportation linkages and corridors. This will include establishing new Valley Springs community boundaries that reflect the area's growth. The conceptual schedule of activities includes:

- DAY 1: four to five one-hour focus group meetings.
- DAY 2: Opening town meeting with visioning presentation and engagement exercises.
- DAY 3: Workshop with facilitated walking audits, training presentation, and community design tables (stakeholders and residents work together to draw their ideas on table maps).
- ONGOING: Charrette team members will spend 2 to 3 days on site in intense production developing initial plan concepts and graphics.
- DAY 5: Evening presentation of concepts and alternatives to the community for feedback, comments and guidance.

**Task 3.2: Stage Two: Town Form and Character (Zoning and Development Standards)**

Within two months of the first event, a second, three-day event will follow to review the draft land use and transportation components of the plan and establish the basis for preparing standards to address development intensity and use mix, street design, building and frontage types, parking, and pedestrian and vehicular access. The conceptual schedule of activities includes:

- DAY 1: Advisory group and County staff briefing presentation and discussion.
- DAY 2: Workshop with review of the land use and circulation plan, presentation on the purpose of development standards, and design tables.
- ONGOING: Charrette team members will spend two to three days on site preparing development standards and graphics.
- DAY 3: Presentation of proposed standards to the community.

**DELIVERABLES:**

<b>Date</b>	<b>Deliverable</b>	<b>Documentation</b>
April-June '09	Attendance record	List of charrette participants
September-October '09/10	Charrette activity responses	Summary of responses (values and priorities, design table ideas, etc.)
	PowerPoint™ presentations	Copies of presentations

**C. PLAN DEVELOPMENT**

**Task 4: Draft and Final Plan**

LGC and the project consultant will develop the major plan components, including the land use and transportation plan and implementation measures. LGC will assist with the preparation of background information and goals, policies and objectives.

**Task 4.1:**

- Within two to three months of charrette process completion, the consultant team will prepare and circulate an administrative draft of the plan for review by the project partners, Caltrans, and public works staff.

**Task 4.2:**

- A. The consultant team will meet with County, Caltrans and CCOG staff, and the advisory group for feedback and possible changes to the draft plan.

- B. The project partners will hold a community meeting to present the draft plan to the public for feedback and possible changes.
- C. If it is determined by Project Partners/Consultant and the County that Environmental Review for the Plan can be accomplished as part of the County General Plan update, the Consultant will work towards this end.

**Task 4.3:**

- The consultant team will make revisions and finalize the planning document.

**Task 4.4:**

- The project partners with members of the consultant team will submit the planning document to the County CDA for integration into the General Plan by reference or amendment to other policy documents and land use regulations.

**DELIVERABLES:**

<b>Date</b>	<b>Deliverable</b>	<b>Documentation</b>
Jan 2010	Completed draft plan document	Copies of draft report in .doc, .pdf and paper formats
Feb-Mar 2010	Powerpoint™ presentations and other relevant meeting documentation	Copies of presentations, agendas, participant lists and minutes from the meetings
May-Jul '10-11	Completed revised final plan document	Copies of 40+ page plan in pdf and paper formats, and web-ready files for public access

**D. ADMINISTRATION**

**Task 5:** Grant administration will be handled by Calaveras Council of Governments, including contracting, progress reporting, accounting, invoicing and provision of documentation as required by Caltrans.

**DELIVERABLES:**

<b>Date</b>	<b>Deliverable</b>	<b>Documentation</b>
Quarterly	Progress reporting	Documentation as required by Caltrans
As Invoices are received	Invoicing and accounting	Documentation as required by Caltrans

**CONTRACT ATTACHMENT “B”**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**CALAVERAS COUNCIL OF GOVERNMENTS**

**and**

**CONSULTANT NAME HERE**

**For The Preparation Of**

**Rural Smart Growth:  
A Community-Based Plan for Valley Springs**

**DATE**

# **AGREEMENT FOR PROFESSIONAL SERVICES**

## **RURAL SMART GROWTH: A COMMUNITY-BASED PLAN FOR VALLEY SPRINGS**

**CALAVERAS COUNTY, CALIFORNIA**

THIS AGREEMENT, made and entered this \_\_\_\_ day of \_\_\_\_, 2009, by and between CALAVERAS COUNCIL OF GOVERNMENTS, State of California, hereinafter referred to as the CCOG, and **CONSULTANT NAME HERE**, hereinafter referred to as the CONSULTANT.

### **WITNESSETH**

THAT WHEREAS, the CCOG requires an independent consultant to provide the services necessary to create, "Rural Smart Growth: A Community-Based Plan for Valley Springs.

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

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

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

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

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

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

Contract time will be 1 years 6 months, for project completion by July, 2011. CONSULTANT shall submit a work schedule prior to initiation of work, described in "Attachment B".

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

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

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

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

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

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

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

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

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

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

If any of these field notes, tracings, plans, specifications, maps, correspondence and other documentation prepared under the terms of this AGREEMENT are used for any future work other than that specified herein, and if such documents are used without the CONSULTANT'S written acknowledgment, the CONSULTANT shall be relieved of any liability caused by the use of same. At the conclusion of the project, all original documents shall be delivered to the CCOG. Consultant may retain for its purposes copies of said documents.

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

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this AGREEMENT. For breach or violation of this warranty, the CCOG shall have the right to annul this AGREEMENT without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

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

## **XI. NOTICES:**

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

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

Principal Name  
COMPANY NAME

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

Phone:  
Fax:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **XVII. SUCCESSOR AND ASSIGNS:**

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

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

**CALAVERAS COUNCIL OF  
GOVERNMENTS**

**CONSULTANT NAME**

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

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

ATTEST:

\_\_\_\_\_  
Elle Runyan  
Clerk to the Calaveras Council of Governments  
County of Calaveras, State of California

APPROVED AS TO FORM:

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

## **ATTACHMENT “C”**

### **FEE SCHEDULE**

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

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

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

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

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

The second proposal shall consist of a specific cost estimate that clearly outlines the method and amount in which the Professional Firm will be compensated for the work proposed. A charge-out rate sheet shall be attached when appropriate. No cost ranges shall be allowed in this proposal inasmuch as a comparison may be made with other offers. Upon completion of the above procedure, the Review Board will make a recommendation to the Executive Director.

##### **PART III- Consultant Selection**

At the Project Partners discretion, the top rated Consultants may be asked to attend an interview. The CCOG reserves the right to make the final Consultant selection based solely upon evaluation of the written Proposal, without conducting oral interviews, should it find it to be in its best interest to do so.





