Calaveras Council of Governments
P.O. Box 280
444 E. Saint Charles Street, Suite A
San Andreas, CA 95249

REQUEST FOR PROPOSALS (RFP)

State Route 49 Gateway Improvements Project Design Services

Released: June 2, 2026

Inquiries: Questions regarding this Solicitation should be directed to

Melissa Raggio
mraggio@calacog.org
209-754-2094

Submittals: Proposals must be received electronically by email
No Later than 4:00 p.m.
Friday, July 24, 2026

TABLE OF CONTENTS

REQUEST FOR PROPOSALS

State Route 49 Gateway Improvements Project Design Services

I. INTRODUCTION

The Calaveras Council of Governments (CCOG) invites qualified consultants to submit proposals to provide engineering, design, environmental clearance, and related professional services for the State Route (SR) 49 Gateway Improvements Project. The Project is funded through STIP/RTIP funds. Proposals will be evaluated and ranked according to the criteria provided in Section VII, "Proposal Evaluation & Selection" of this Request for Proposal (RFP).

Programmed funding includes approximately $300,000 for PA&ED and $1,139,000 for PS&E, for total programmed project funding of approximately $1,439,000.

It shall be the Consultant's responsibility to check the CCOG's website (https://calacog.org/project/rfprfq/) to obtain any addenda that may be issued.

All questions should be submitted in writing and must be received by Close of Business of June 22, 2026 and will be answered and posted to the CCOG website by June 26, 2026 (https://calacog.org/project/rfprfq/).

Questions should be directed to: **Melissa Raggio, Executive Director**
Calaveras Council of Governments
mraggio@calacog.org
(209) 754-2094

The proposal timeline is as follows:

June 2, 2026	Issue Request for Proposals
June 22, 2026	Questions Due
June 26, 2026	Addendum/Questions/Clarifications Posted
July 24, 2026	**Deadline for Proposal Submittal**
July 31, 2026	Finalists contacted to schedule interviews, if required
August 6-7, 2026	Conduct interviews, if required
September 2, 2026	CCOG Meeting, Contract award (Tentative)

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

Proposals must be received no later than **4:00 p.m. on July 24, 2026** to:

Melissa Raggio, Executive Director
Email: **mraggio@calacog.org**

Proposals must be submitted electronically in PDF format by email with the subject line "**SR49 GATEWAY DESIGN SERVICES**" and received no later than 4:00 p.m. on July 24, 2026.

Proposers shall submit a separate password-protected PDF cost proposal using the applicable Caltrans Sample Cost Proposal format (typically Sample Cost Proposal 1), as appropriate to the contract method of payment. The cost proposal shall include the proposer's completed cost proposal table, including all proposed labor classifications, hours, rates, overhead, fee, direct costs, subconsultant costs, and total proposed compensation.

The cost proposal shall be submitted in a file separate from the proposal. Proposers shall not provide the password with their submittal. The password will be requested only from the proposer selected for negotiations.

CCOG will not be liable, or responsible for any late delivery of proposals. Until the award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that it is legally authorized to conduct business in California and is not prohibited from contracting with CCOG under applicable state or local law..

All proposals, whether selected or rejected, shall become the property of the Calaveras Council of Governments. All proposals received prior to the date and time specified above may be withdrawn or modified by email request of the proposer. Modifications must be submitted via email with the subject line "**MODIFIED- SR49 GATEWAY DESIGN SERVICES**" and must be received prior to the date and time specified for receipt of proposals to be considered.

Small Business/Equal Opportunity Participation

This solicitation is not a federal-aid procurement and no federal DBE contract goal has been established for this project. Accordingly, federal DBE proposal commitment forms, including LAPM Exhibit 10-I, Exhibit 10-O1, and Exhibit 9-D, are not required as part of this solicitation.

CCOG encourages participation by qualified firms, including small businesses, disadvantaged business enterprises, disabled veteran business enterprises, and other underutilized businesses, consistent with applicable state and local procurement requirements. Nothing in this RFP shall be construed to limit participation by any qualified proposer or subconsultant.

II. BACKGROUND AND PROJECT DESCRIPTION

Calaveras Council of Governments

The Calaveras Council of Governments is the Regional Transportation Planning Agency (RTPA) for Calaveras County and is responsible for transportation planning within the region. The CCOG is responsible for the development and management of the Regional Transportation Plan (RTP) and Regional Transportation Improvement Plan (RTIP) as well as various transportation funding programs. CCOG annually prepares an Overall Work Program (OWP) that lists various work elements that CCOG will be working on during the fiscal year.

CCOG exists as Calaveras County's RTPA under a Joint Powers Agreement (JPA) between the County of Calaveras and the City of Angels Camp. Seven voting members comprise CCOG's Governing Board: two members are appointed from the County of Calaveras Board of Supervisors and two appointed from the City of Angels Camp City Council, while the remaining three members are "at-large" public members selected by a majority of the city/county representatives.

The CCOG also staffs the Calaveras Transit Agency (CTA) and the CCOG Board serves as the CTA Board. The CTA is a newly formed JPA between the City of Angels and County of Calaveras to manage and operate a public transit system in Calaveras County. The transit system, branded as *Calaveras Connect*, provides deviated fixed-route and county-wide dial-a-ride services and has a fleet of 12 vehicles (3 vans and 9 buses). The CTA contracts with a third-party contractor, currently Paratransit Services, to oversee the day-to-day operations of *Calaveras Connect* and provide maintenance services for the fleet. The CTA is responsible for administration and oversight, planning, funding, marketing and outreach, and capital planning and implementation.

Calaveras County

Calaveras County is located on the western slope of the Sierra Nevada Mountains in the central portion of California, approximately 130 miles east of San Francisco. The topography ranges significantly in elevation from rolling foothills on the western portion of each county to steep mountainous terrain toward the eastern portions. According to the 2020 Census Calaveras County has a land area of 1,020 square miles. As with most rural areas, the population is spread throughout the county.

In the past decade Calaveras County has grown by approximately 1.7 percent per year, a slow growth due to the County's rural nature and lack of expanding employment opportunities. The 2020 Census recorded a population of 45,292 for Calaveras County. The City of Angels Camp is the only incorporated city in Calaveras County, making up approximately eight percent of the County's population. The remaining 92 percent of the population resides in unincorporated dispersed communities.

Project Description

The town of San Andreas, located along State Route (SR) 49 in Calaveras County, California, serves as a key community along one of the County's most critical throughfares. Calaveras Council of Governments (CCOG) is advancing the SR 49 San Andreas Commercial Corridor and Gateway Improvements Project. This initiative seeks to implement Complete Streets improvements that meet the operational and capacity requirements of the State highway system while improving multimodal connectivity through the town. The project location and surrounding corridor context are illustrated in **Attachment A, Location Map(s)**, provided for reference.

The full project corridor extends along SR 49 from Pool Station Road to Airport Road, encompassing five segments:

Segment 1 – Pool Station Road to Gold Oak Road

Segment 2 – Gold Oak Road to Court Street

Segment 3 – Court Street to Treat Avenue

Segment 4 – Treat Avenue to Mountain Ranch Road

Segment 5 – Southern Gateway Plan Area

<u>This Request for Proposals (RFP) covers professional services specifically for</u> **Segment 5**, which is being managed by the Calaveras Council of Governments.

Segment 4 currently experiences severe traffic congestion and collision rates that exceed statewide averages. **The intersection at Mountain Ranch Road**, which ties into Segment 5, is identified as the most critical conflict point within the corridor, operating at Level of Service (LOS) F. It poses significant safety concerns for motorists, bicyclists, and pedestrians due to steep downhill grades, high vehicle speeds, and inadequate pedestrian facilities. This intersection also serves as a key access point for a regional hospital, as well as State and County government offices.

Caltrans will serve as the lead agency for Segment 4 improvements. Coordination with Caltrans and their design team will be critical to informing design tie-ins, as well as the integration and delivery of improvements between Segment 4 and Segment 5. Caltrans has completed a traffic study for the intersection of Mountain Ranch Road and SR 49; publication of the final report is pending. A link to the Project Study Report (PSR), encompassing all segments of the corridor, is provided in Appendix D. This document contains valuable data that will inform design considerations and support project coordination efforts.

Segment 5 encompasses the Southern Gateway area near Airport Road and faces several transportation challenges. These include limited sight distance, high vehicle speeds, and the need for new multimodal facilities.

The proposed improvements for Segment 5 would include a single lane roundabout at SR 49 and Airport Road (STAA standards), sidewalk gap closures, ADA compliant curb ramps, designated Class II bicycle facilities, on-street parking, and mid-block pedestrian crossings (e.g. Toyanza St.) with RRFBs.

III. SCOPE OF SERVICES

The Consultant shall provide comprehensive preliminary and final design services, and environmental documentation necessary to develop complete Plans, Specifications, and Estimates (PS&E) for construction. The scope of work shall be based, at a minimum, on the information provided in this RFP and any relevant background research. The Consultant is also encouraged to propose additional tasks or services deemed necessary to support successful project delivery.

Scope of services shall include, but is not limited to:

- **Plans, Specifications, and Estimates (35%, 65%, 95%, and Final Construction Documents)**
- Caltrans coordination, including facilitation of required approvals
- Design-level surveying and right-of-way (ROW) mapping
- Preparation of ROW appraisals, acquisition documents, and coordination with Caltrans District ROW staff, as needed
- Utility Coordination with providers, including identification and resolution of potential conflicts
- Development and implementation of a public outreach strategy, including stakeholder engagement and community presentations
- **Preparation of draft and final CEQA documentation**
- Support for obtaining necessary environmental permits
- Project bidding and construction-phase design support
- A detailed **Schedule** aligning with Project Milestones, showing task durations and critical path, shall be developed and maintained throughout the life of the project.

Materials to be Provided by the Consultant

The Consultant shall furnish the following materials, at a minimum, as part of the contracted services:

- Preliminary and Final Plans, Specifications, and Estimates (PS&E) packages
- Design reports and technical memoranda (e.g., drainage, traffic, geotechnical, utility coordination)
- Right-of-way mapping, appraisal reports, acquisition documentation, ROW Certification documentation in accordance with LAPM Chapter 13 (Type 1, 2, or 3), as needed
- Survey files, including digital terrain models and CAD base maps
- Environmental documentation, including draft and final CEQA reports and permit applications
- Public outreach materials (e.g., meeting notices, presentation slides, fact sheets, summary reports)
- Meeting agendas, minutes, and correspondence with regulatory agencies and stakeholders
- Bid-ready construction documents (stamped and signed where required)
- Electronic files in editable formats (e.g., Word, Excel, AutoCAD, PDF)
- Record drawings (as-builts) following project completion
- Monthly progress reports and invoices
- Project schedule with regular updates as required.

IV. SUBMITTAL REQUIREMENTS

Proposals shall be clear, concise, and organized according to the structure outlined below. Each section must adhere to the specified page limits, where applicable. All materials must be relevant to the requested services and demonstrate the proposer's qualifications, experience, and approach. The following components are required, at a minimum, and must be included in the order presented:

1. Introductory Letter
2. Table of Contents
3. Executive Summary
    a. Consultant Information, Organization, Qualifications and Experience
4. Project Understanding and Approach
5. Examples of Experience with Similar Types of Work
6. Detailed Work Plan
7. References
8. Schedule
9. Cost Proposal <u>in a separate password-protected PDF</u>

1. Introductory Letter (2-page maximum)

The letter shall be addressed to Melissa Raggio. The letter shall be on the consultant's letterhead and include the consultant's contact name, mailing address, telephone number, and email address. The letter will address the consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included

The letter shall be signed by an individual authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period.

2. Addenda Acknowledgements Form (No page limit)

A completed and signed Addenda Acknowledgement Form, listing all addenda by number and issuance date, as provided on the CCOG website. Failure to include this form may render the proposal non-responsive. This form is provided as Attachment E within this RFP.

3. Table of Contents (No page limit)

A clear listing of all major sections and appendices with corresponding page numbers.

4. Executive Summary (2-page maximum)

A concise overview of the proposer's qualifications, approach, and key strengths for delivering the project.

5. Consultant Information, Organization, Qualifications & Experience (10-page maximum)

Provide a comprehensive overview of your firm, including organizational structure, key divisions or departments, Bios and resumes for key staff, highlighting relevant experience.

6. Project Experience with Caltrans Approvals (6-page maximum)

Submittals must include detailed descriptions of at least **three (3) representative projects** involving Caltrans approvals. For each project, include the following reference information:

1. Contracting agency name
2. Name, title, address, and phone number of the agency's project manager or contact person
3. Contract amount
4. Start and completion dates

5. Consultant project manager's phone and email contact information

7. Understanding of Relevant Guidelines and Financial Stewardship (1-page maximum)

Include a narrative outlining your firm's familiarity and experience with Caltrans' Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG). Highlight your approach to adhering to budgetary limitations and managing projects under constrained funding. Describe your firm's technical capabilities, unique qualifications, and any other distinguishing factors that demonstrate your deep understanding of the services required and set your team apart from others.

8. Project Understanding and Approach (No page limit)

Provide a concise narrative that demonstrates the Consultant's understanding of the SR 49 Gateway Improvement Project's goals, scope, and context within the broader transportation and infrastructure framework. The Consultant shall describe its methodology and approach for delivering the required services, including how the firm plans to address key challenges, comply with applicable regulatory and funding requirements (e.g., Caltrans LAPM/LAPG), and coordinate effectively with the client, stakeholders, and other agencies. The response should include the firm's strategy for ensuring timely project delivery, maintaining cost control, managing subconsultants, and achieving quality outcomes. Innovative practices, tools, or techniques that enhance project efficiency or mitigate risks are encouraged to be included in this section.

9. Detailed Work Plan (No page limit)

Provide a detailed work plan detailing tasks, timelines, and coordination necessary to deliver the SR49 Gateway improvement project, including deliverables and assumptions.

9.1. Background Research

The Consultant shall research and review existing topographic mapping, photos, right of way maps, "as-built" plans, record maps, surveys, assessor maps, local street improvement plans, collision reports, sight distance, approach speed, total pedestrians and vehicle volumes, public transit routes, grade, need of advance warning signs and flashers, and other geometrical and operational characteristics for the project. The Consultant shall conduct field reconnaissance of the entire project limits.

9.2. Utility Coordination

The Consultant shall be responsible for performing comprehensive utility investigations and coordinating with all affected utility owners throughout the project development process. This includes identifying potential utility conflicts, facilitating utility plan reviews, and attending all necessary coordination meetings.

The Consultant will:

- Prepare a project limits map and request utility information from each utility owner within the defined area of work.

- Draft and submit **Utility Letter "A"** during the preliminary design phase. The letter will be submitted to the CCOG for review and approval prior to distribution to utility owners. Data obtained in response to Letter "A" shall be transferred to the base plans (plan and profile view), with copies provided to the CCOG and originals filed in the project records.

- Draft and submit **Utility Letter "B"** during the 65% design phase, including two sets of half-sized plans for each utility owner. The letter shall request verification of any conflicts with proposed improvements and inquire about future utility installations. Responses will inform utility conflict analysis and resolution efforts.

- Draft and submit **Utility Letter "C"** at the 100% design phase, including updated plans and a summary of changes since Letter "B". The letter will request written confirmation of utility relocations and associated schedules. All correspondence and data received shall be shared with the CCOG and retained in project files.

The Consultant shall coordinate closely with the CCOG to ensure all utility-related correspondence is effectively routed. Additionally, the Consultant is responsible for identifying all existing utilities potentially impacted by the proposed improvements and resolving any associated issues through direct coordination with utility companies.

Consultant responsibilities also include:

- Identifying and assisting in the acquisition of all necessary permits related to utility work, including preparation of applications and support in negotiating permit conditions.
- Coordinating field meetings with utility providers as needed to identify conflicts and confirm relocation needs.
- Performing utility potholing—assume a total of 12 potholes throughout the project area—as part of conflict resolution and verification efforts. Destructive and non-destructive methods should be leveraged.

9.3. Environmental Services

Anticipated Environmental Determination or Documents:

- CEQA – Initial Study/Mitigated Negative Declaration(IS/MND), The anticipated CEQA document for the project is either an Addendum to the previously adopted IS/MND prepared for the overall Corridor Study in 2017, or a Subsequent IS/MND. Caltrans would serve as the CEQA lead agency for the project.

9.4. Plans, Specifications, and Estimate

9.4.1. <u>35% P&E</u>

At a minimum, the 35% design submittal shall include the basic geometric configuration of the roadway, proposed layouts, curb alignments at corner improvements, and typical cross sections. The Consultant shall evaluate and accommodate turning movements of key local service vehicles, including those from Calaveras Unified School District, local fire departments, Calaveras Transit, waste management service providers, and emergency response agencies. In addition, the design must consider the turning requirements of semi-trucks with trailers.

9.4.2. <u>65% PS&E</u>

The 65% PS&E submittal shall reflect a well-developed design package that resolves major layout issues and provides sufficient detail for review by CCOG staff, permitting agencies, and utility providers. At this stage, the design must include horizontal and vertical roadway alignments, curb, gutter, sidewalk, and ADA ramp layouts, striping and signage plans, and preliminary drainage design with supporting hydraulic calculations. Plans should also identify existing and proposed utility locations to facilitate early coordination.

The submittal shall include draft construction drawings, a preliminary engineer’s estimate, summary of quantities, and outline specifications. Consultant shall also prepare and submit Utility Letter “B” with 65% plan sets to each utility owner for comment, as well as initiate discussions related to potential utility relocations. Preliminary Stormwater Pollution Prevention Plan (SWPPP) elements shall be included, identifying potential stormwater impacts and early mitigation strategies. A draft bid item list shall be submitted in Caltrans format (using the latest Caltrans Standard Item Codes where applicable) to allow for early quantity and cost tracking. A coordination meeting will be held with the CCOG to review the submittal and provide direction prior to proceeding.

9.4.3. 95% PS&E

The 95% PS&E submittal shall reflect a fully detailed design and incorporate all comments received from the 65% review. This submittal will serve as the final opportunity for a comprehensive CCOG review before finalizing contract documents. Construction drawings must be complete and include final grading, drainage, ADA compliance, traffic control, signing and striping, and utility relocation details. Hydraulic and hydrologic calculations shall be finalized, and environmental mitigation notes incorporated as required.

The engineer's estimate shall be updated based on refined quantities and include a fully formatted bid item list using standardized Caltrans item descriptions and numbering. The SWPPP shall be advanced to a near-final form, including site-specific Best Management Practices (BMPs), erosion control measures, and staging notes. Updated specifications and draft special provisions shall be included, along with right-of-way exhibits or legal descriptions, if applicable. Utility Letter "C" shall be transmitted to affected utility owners along with 100% plans for final verification and relocation commitments.

9.4.4. 100% Final PS&E

The 100% PS&E submittal shall represent the complete and final set of construction contract documents, incorporating all revisions from the 95% review. All plan sheets shall be signed and stamped by a California-licensed Professional Engineer. The final submittal shall include construction-ready drawings, technical specifications, final special provisions, a complete engineer's estimate, and a bid item list in the Caltrans format, ready for use in the CCOG procurement process.

The final SWPPP shall be fully developed, including finalized BMPs, implementation timelines, and any monitoring or inspection requirements. All environmental clearance documentation, utility agreements, and permit conditions shall be incorporated into the contract documents as appropriate.

Final deliverables shall be provided in both hard copy and electronic formats (PDF, Excel, and CAD files), as requested by the CCOG.

9.5. Public Outreach

The Consultant shall research and develop a coded database of potentially interested parties, which will be updated throughout the project with names from the public meeting(s) sign-in; information from the project team; and from telephone, e-mail, and personal contacts. As part of this effort, the Consultant shall also develop a comprehensive stakeholder list in coordination with CCOG staff, identifying individuals and groups with a vested interest in the project. The database will be coded according to interest and involvement with the project. Among the groups on the stakeholders list will be the following:

- Residents and property owners adjacent to the proposed project area
- Businesses and other establishments adjacent to the project area
- Emergency responders
- County agencies
- Public transit
- Utility companies
- Pertinent CCOG staff

There will be a minimum of two (2) Public Information Meetings to present concepts and design features to the neighboring residents and businesses, and to the public. The Consultant, in collaboration with the CCOG staff, will determine suitable locations near the project site to have each meeting. The primary intention of the meeting(s) is to provide information on the project features, goals, and construction impacts.

The Consultant will schedule the meeting(s) and make all meeting arrangements; write, design, and issue meeting notices by first-class mail to stakeholders and by third-class mail to nearby residents; prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting proceedings; venue coordination, prepare exhibits and a PowerPoint presentation for each meeting to illustrate concepts and plan elements; provide refreshments; record public comments/assist with appropriate responses; and prepare a detailed meeting report. The Consultant shall administer Title VI compliance documentation at the public meeting. Following the meeting, the Consultant shall develop a summary of the meeting which will include all feedback received and photographs of the meeting. The first meeting should be scheduled after the 35% conceptual plans have been developed and the second meeting after 65% plans have been prepared.

9.6. Contract Compliance

The Consultant shall support CCOG in complying with applicable state, local, Caltrans, and project-specific contract administration requirements reflected in the final contract documents.

9.7. Contract Comments

A written discussion of any objections or concerns regarding the Sample Professional Services Agreement (Attachment B). Note that substantive objections may lead to disqualifications. Include as an appendix.

9.8. Coordination/Meetings

Successful delivery of this Project depends on clear, consistent coordination with CCOG, Caltrans, regulatory agencies, Utility providers, and community stakeholders. The Consultant shall lead and facilitate regular coordination meetings throughout the Project Approval and Environmental Document (PA&ED) and Plans, Specifications, and Estimates (PS&E) phases to advance design and environmental clearance. These meetings will promote collaboration, address technical and regulatory issues, and support compliance with applicable state, local, Caltrans, and project-specific requirements. Bi-weekly virtual check-ins and monthly in-person or hybrid meetings are proposed to sustain progress, with ad-hoc meetings convened as needed. The Consultant's Project Manager will manage these efforts, providing agendas, meeting summaries, and track action items to maintain schedule and budget.

9.8.1. PA&ED

During the PA&ED phase, the Consultant shall lead regular coordination meetings, Project Development Team (PDT) meetings with the CCOG, Caltrans, Calaveras County, and other regulatory agencies, utility providers, and other stakeholders to support environmental clearance under CEQA, align project objectives, and address technical, regulatory, and community concerns. The Consultant shall provide meeting agendas, presentation materials, minutes, and updated project schedules to CCOG within three (3) business days prior to/following each meeting, respectively.

9.8.2. PS&E

During the PS&E phase, the Consultant shall conduct regular coordination meetings to advance the design, supporting consistency with Caltrans and CCOG requirements, resolve design and utility conflicts, and prepare bid-ready construction documents. The Consultant shall provide meeting agendas, presentation materials, minutes, and updated project schedules to CCOG within three (3) business days following each meeting.

9.9. Bidding Support

The Consultant shall be available to support the CCOG during final plan check, advertisement, and bidding, including responding to contractor inquiries and providing addendum content if necessary.

9.10. Design Support During Construction

The Consultant shall provide design support during the construction phase of the Project and help facilitate a transition to Caltrans for construction management. Prior to construction, the Consultant shall prepare a Resident Engineer File/summary report outlining key design elements, known risks, and recommended mitigation strategies. Supporting documentation including quantity calculations, permits, utility agreements, and right-of-way records, notes about important/unique specifications, AutoCAD files, and the conformed construction documents.

Support services will also include responding to contractor RFIs, reviewing submittals and shop drawings, and providing design clarifications or revisions as needed to address field conditions, utility conflicts, or discrepancies. The Consultant will coordinate closely with CCOG, Caltrans, and the contractor to resolve issues promptly and in alignment with project specifications.

The Consultant shall participate in construction progress meetings, as necessary. Responsibilities include providing technical input, tracking action items, and documenting. Updated drawings, technical memoranda, and addenda will be prepared as required, with record drawings (as-builts) delivered at project close in hard copy and digital formats (AutoCAD, PDF, Excel), stamped and signed by a California-licensed Professional Engineer where applicable.

9.11. Preserving and Perpetuating survey Monuments

The Consultant shall identify, preserve, and perpetuate existing survey monuments within the project limits in accordance with California Business and Professions Code §8771 and Caltrans requirements. Prior to construction, the Consultant shall coordinate with a California-licensed Land Surveyor to field-locate and record all monuments potentially affected by construction activities. If monument relocation or re-establishment is required, the Consultant shall file a Corner Record or Record of Survey as appropriate with the Calaveras County Surveyor and provide updated monument data in digital and hard copy formats. All monumentation work shall be coordinated with Caltrans and included in the Resident Engineer binder.

9.12. Performance Outcome

The Consultant shall support CCOG in documenting project benefits, including multimodal connectivity, traffic operations, safety, accessibility, and community gateway improvements. Deliverables may include planning-level performance summaries, exhibits, and supporting documentation suitable for CCOG reporting and future funding applications. Deliverables shall include emissions analysis reports, cost-effectiveness documentation, and performance measure updates for inclusion in the Regional Transportation Improvement Program (RTIP).

V. GENERAL CONDITIONS

A. Limitations

This Request for Proposal (RFP) does not commit the CCOG to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services. The CCOG expressly reserves the right to reject any or all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. CCOG reserves the right to withdraw this RFP at any time without prior notice. Further, the CCOG reserves the right to modify the RFP schedule described above.

B. General Personnel Requirements

1. The Consultant(s)'s personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about and comply with all applicable Federal, State, and Local laws and regulations.

2. The Consultant is required to submit a written request and obtain the CCOG's Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's organization chart or the Consultant's Cost Proposal. The substitute personnel shall have the same job classification as specified herein or in the Consultant's Cost Proposal, with a billing rate not exceeding that of the previously assigned personnel and shall meet or exceed their qualifications and experience level, at no additional cost to the CCOG.

3. The Consultant Project Manager shall have a documented **minimum of five (5) years** of demonstrated experience acceptable to CCOG in management and delivery of transportation projects for local agencies, including projects involving Caltrans coordination or approvals..

4. In addition to other specified responsibilities, the Consultant's Project Manager shall be responsible for all matters related to the Consultant's personnel, subconsultants, and Consultant's and subconsultants' operations including, but not limited to, the following:

    a. Ensuring that deliverables are clearly defined, and those criteria are specific, measurable, attainable, realistic, and time-bound.
    b. Supervising, reviewing, monitoring, training, and directing the consultant's and sub- consultants' personnel.
    c. Assigning qualified personnel to complete the required tasks in coordination with the CCOG Contract Administrator.
    d. Administering personnel actions for consultant personnel and ensuring appropriate actions taken for Subconsultant personnel
    e. Maintaining and submitting organized project files for record tracking and auditing.
    f. Developing and attending scheduled coordination meetings.
    g. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
    h. Assuring that all applicable safety measures are in place.
    i. Providing invoices in a timely manner and providing monthly Contract expenditures.
    j. Reviewing invoices for accuracy and completion before billing to the CCOG.
    k. Managing Subconsultants.
    l. Managing the overall budget for the Contract and provide reports to the CCOG Contract Administrator.
    m. Ensuring compliance with the revisions in the Contract.

C. Award

The CCOG may ask RFP finalists to provide oral presentations regarding their firm and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. CCOG also reserves the right to award the contract without discussion, based upon the initial proposals.

CCOG reserves the right to waive any irregularity or informality in any proposal or in the RFP process, if, in the judgment of CCOG, such action will not negate fair competition and will permit proper comparative evaluation of the proposal submitted.

CCOG reserves the right to award the contract to the firm who presents the proposal which, in the judgment of CCOG, best accomplishes the desired results.

Cost proposals, in pdf format, must be password protected. The successful proposer will be notified, and the cost proposal password will be requested at that time. Until the reward of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

D. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by the CCOG and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents and shall prevail over inconsistent provisions of earlier issued documentation.

Addenda will be posted on the CCOG website (https://calacog.org/project/rfprfq/) and emailed to all firms that have not withdrawn their solicitation.

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. The proposer shall also be responsible for informing itself with respect to any-and-all conditions that may in any way affect the amount or nature of the proposal or the performance of the work in the event the proposer is selected. Failure of the proposer to examine and inform itself in this manner shall be at the proposer's own risk and no relief for error or omission shall be given.

Addenda Acknowledgments Form Requirement: Proposers must submit a completed Addenda Acknowledgment Form with their proposal, explicitly acknowledging receipt and incorporation of all issued addenda. The form shall list each addendum by number and issuance date and be signed by an authorized representative of the proposer. The form is available on the CCOG website (https://calacog.org/project/rfprfq/). Failure to include a completed and signed Addenda Acknowledgments Form may result in the proposal being deemed non-responsive.

E. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of CCOG shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

The CCOG reserves the right to not answer inquiries. If the CCOG answers inquiries, the inquiry, and response shall be emailed to all firms who have not withdrawn their solicitation. Communication of any kind by a firm with any CCOG Board member for influencing selection before a contract is formally awarded will result in automatic disqualification.

F. Pre-contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

- Preparing proposals in response to this RFP.
- Submitting proposals to CCOG.
- Negotiations with CCOG on any matter related to proposals.
- Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, CCOG shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. CCOG shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

G. Signature

The proposal will also provide the following information: name, title, address, and telephone number of the individual(s) with authority to bind the company and who may be contacted during the period of proposal evaluation. Execution of the contract is expected by September 4, 2026.

H. Term of Agreement

This contract shall go into effect when signed by both parties, and the CONTRACTOR shall commence work after notification to proceed by CCOG's Contract Manager. All work shall be completed, and the contract shall end on March 31, 2028 ("the termination date"), unless extended by contract amendment. The term may, with mutual agreement by the Consultant and the CCOG, be extended as best meets the needs of the CCOG. The successful firm shall accept all terms of indemnification and insurance set forth herein. All terms of indemnifications and insurance are non-negotiable.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements: General liability insurance in an amount not less than $1,000,000 naming the Calaveras Council of Governments as an additional insured.

J. Contract Arrangements

The proposer's firm is expected to execute a contract similar to CCOG's Professional Services Agreement, a sample of which is attached as Attachment B. This sample contract is for reference to the anticipated terms and conditions governing CCOG and the successful proposer. CCOG reserves the right, in its sole discretion, to add, delete, or modify or negotiate additional terms and conditions to the attached contract.

1) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

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

K. Conflict of Interest

Firms submitting proposals in response to this RFP must disclose to CCOG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

L. Contract Comments

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of the Calaveras Council of Governments Sample Agreement for Professional Services (Attachment B). Please note that the CCOG reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that the CCOG considers non-negotiable. The CCOG does not anticipate making substantive changes to its Terms and Conditions.

VII. PROPOSAL EVALUATION AND SELECTION

CCOG will evaluate proposals through a qualifications-based selection process in accordance with applicable CCOG procurement procedures and state/local requirements. The review panel will consist of CCOG staff, local agency representatives, and other experts as deemed necessary by the Executive Director. The panel will score qualifying proposals using the weighted criteria in the table below. Each criterion is rated on a 0–10 scale (10 = exceptional, 0 = unacceptable), with scores multiplied by the criterion's weight to yield a maximum total of 100 points.

Criterion	Weight (%)	Rating Scale	Max Weighted Score	Description
Completeness of Response	-	-	Pass/Fail	Submission includes all required RFP forms, certifications, and sections as specified in the instructions.
Conflict of Interest	-	-	Pass/Fail	No undisclosed conflicts with CCOG, Caltrans, or project stakeholders, per regulations.
Qualifications & Caltrans Experience	35	0-10	35	Expertise in roadway design, CEQA compliance, and Caltrans/LAPM processes.
Technical Approach	25	0-10	25	Innovative and feasible design solutions tailored to SR49 gateway improvements.
Project Management & Schedule	15	0-10	15	Effective management plan and realistic schedule to meet project milestones.
Risk Management & Mitigation	15	0-10	15	Strategies to mitigate project risks, including regulatory and schedule challenges.
Community and Aesthetic Impact	10	0-10	10	Design solutions enhancing SR 49's aesthetic appeal/community benefits.
Total	**100%**		**100**	Sum of weighted scores determines the highest-ranked consultant.

Score	Rating	Description
1–2	Not Acceptable	Non-responsive, fails to meet RFP specifications. Mandatory requirements at this level result in disqualification.
3–4	Poor	Below average, falls short of expectations, with a low probability of success in achieving project objectives per RFP.
5–6	Fair/Average	Meets minimum RFP requirements with a reasonable probability of success; some objectives may not be met. This is the baseline score, adjustable by the Evaluation Committee.
7–8	Good/Above Average	Very good probability of success, exceeds average expectations, and achieves all objectives per RFP requirements.
9–10	Excellent/Exceptional	Far exceeds expectations, highly innovative, clearly superior to the norm, with an excellent probability of success in achieving all RFP objectives.

CCOG may contact proposers by phone or email for clarifications or request oral interviews to discuss qualifications and approach. The panel may also verify references or contact previous clients to confirm performance.

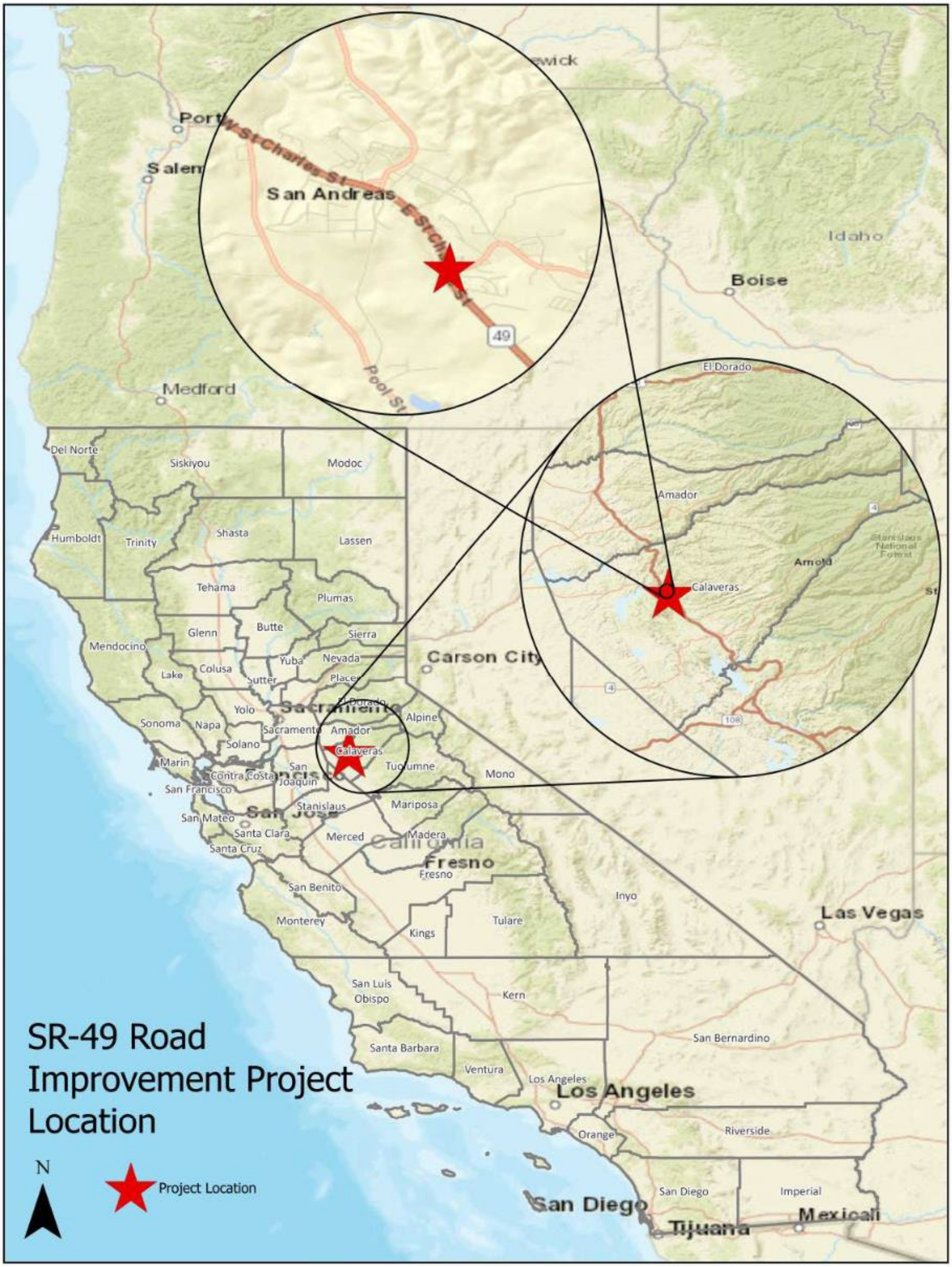
The panel will rank proposals based on weighted scores, interviews (if warranted) and reference checks. Recommendations will be submitted to the CCOG Council for final approval (Target Date: September 2026).

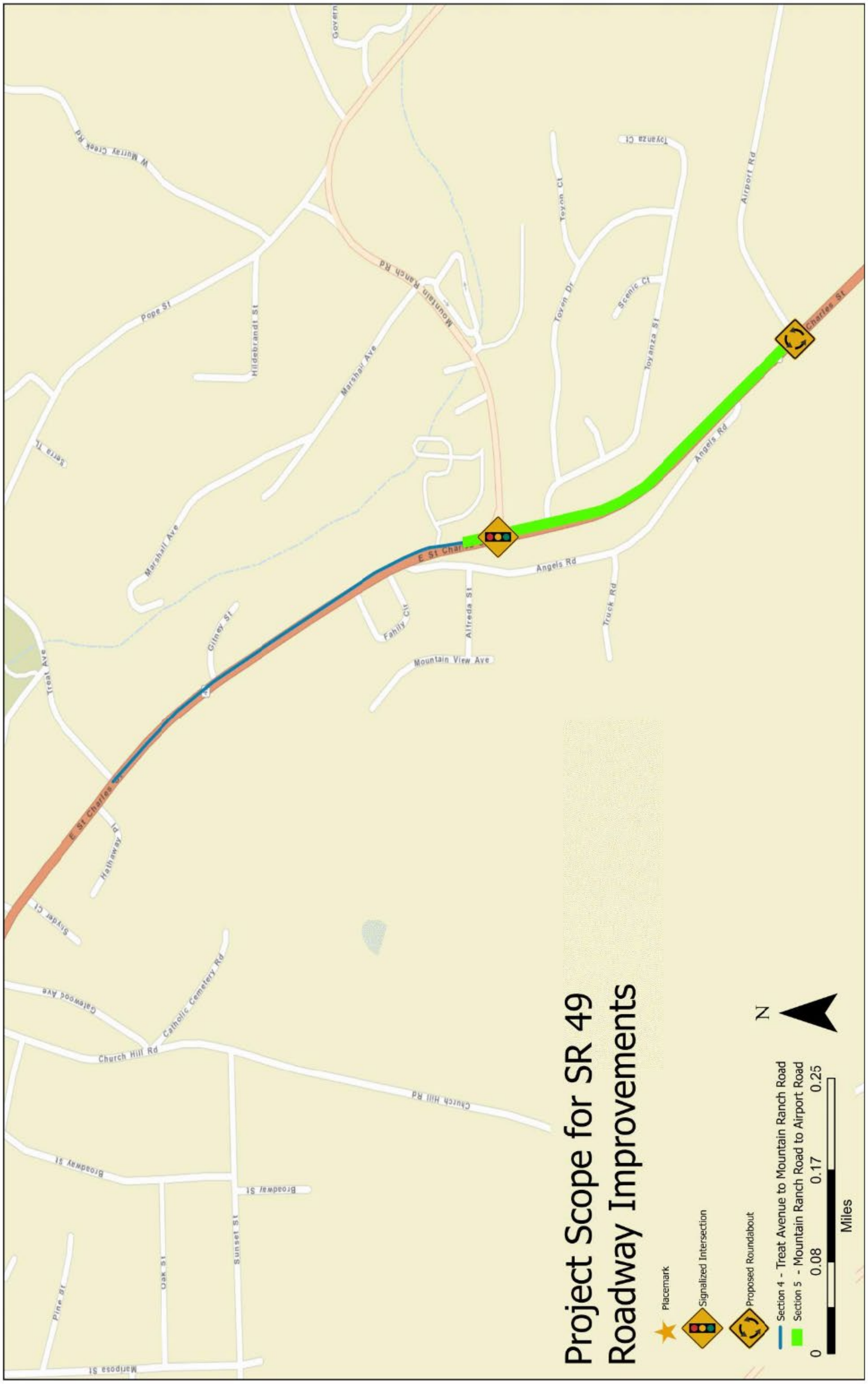
CCOG reserves the right to select a consultant based solely on written proposals, without interviews. The selected consultant will negotiate cost and contract terms post-selection, per QBS requirements. CCOG reserves the right to reject any or all proposals or waive minor irregularities in the best interest of the project.

VIII. PAYMENT SCHEDULE AND INVOICING

Invoices shall be submitted by the Consultant at monthly intervals, and payment to the Consultant shall be made within thirty (30) days after the CCOG receives and approves said invoices, unless otherwise notified from CCOG. Each invoice should be associated with a progress memo, detailing work completed by task showing percent complete and deliverables submitted.

ATTACHMENT A


SR-49 Road
Improvement Project
Location
N
Project Location
San Andreas
W St Charles St
E St Charles St
Pool St
49
Calaveras
Amador
El Dorado
Amold
Carson City
Boise
Idaho
Salem
Portl
Medford
Del Norte
Siskiyou
Modoc
Humboldt
Trinity
Shasta
Lassen
Tehama
Plumas
Glenn
Butte
Sierra
Mendocino
Yuba
Nevada
Colusa
Lake
Sutter
Placer
Yolo
Sonoma
Napa
Sacramento
Alpine
Solano
Marin
Contra Costa
San Joaquin
Tuolumne
Mono
San Francisco
Stanislaus
San Mateo
Mariposa
Santa Clara
Merced
Madera
Santa Cruz
Fresno
San Benito
Inyo
Monterey
Tulare
Kings
Las Vegas
San Luis Obispo
Kern
Santa Barbara
San Bernardino
Ventura
Los Angeles
Orange
Riverside
San Diego
Imperial
Tijuana
Mexicali


Project Scope for SR 49
Roadway Improvements
Placemark
Signalized Intersection
Proposed Roundabout
Section 4 - Treat Avenue to Mountain Ranch Road
Section 5 - Mountain Ranch Road to Airport Road
0
0.08
0.17
0.25
Miles
N
E St Charles St
Mountain Ranch Rd
Angels Rd
Airport Rd
Toyanza St
Toyon Dr
Scenic Ct
Marshall Ave
Pope St
Hildebrandt St
W Murray Creek Rd
Serra Tr
Treat Ave
Gilney St
Family Cir
Alfreda St
Truck Rd
Mountain View Ave
Hathaway Pl
Snyder Ct
Gatewood Ave
Catholic Cemetery Rd
Church Hill Rd
Broadway St
Sunset St
Oak St
Pine St
Mariposa St

ATTACHMENT B

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

CALAVERAS COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into effective ***DATE***, by and between CALAVERAS COUNCIL OF GOVERNMENTS, a California joint powers agency, hereinafter referred to as the CCOG, and ***CONTRACTOR***, hereinafter referred to as the CONTRACTOR.

I. WORK TO BE DONE:

BRIEF PROJECT DESCRIPTION. The general work to be performed under this Agreement is described in the Scope of Work, Attachment "A", appended hereto and incorporated herein by this reference. The detailed tasks and work items will be set forth in Task Orders that will be approved by the parties from time to time. Task Orders must be approved in writing by the Executive Director of the CCOG and an authorized representative of Consultant. Each Task Order shall include the specific tasks to be performed, work products, milestones and a schedule of completion for the project. All such work shall be in strict accordance with applicable local, State, and Federal laws, regulations, and guidelines.

II. TIME OF PERFORMANCE:

The CONTRACTOR shall commence work immediately and shall complete the performance of its obligations under the Scope of Work (Attachment "A") within the time allowed, unless an extension of time is granted in writing by the CCOG. The CONTRACTOR shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. All work shall be completed and documents, plans and other deliverables provided to CCOG no later than ***DATE***.

III. PAYMENT FOR SERVICES:

A. For the services described herein, the CONTRACTOR shall be compensated on a time and reimbursable expense basis at the rates set forth in the Fee Schedule included in Attachment "B" of this Agreement. Each Task Order will identify a not-to-exceed amount; said amount shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance of work under each Task Order, including all costs of labor, travel, and per diem. In no event shall CCOG be liable for any payments or costs for work in excess of the amount specified in a particular Task Order, less any retention for administrative costs. In no instance shall CCOG be liable for any unauthorized or ineligible costs. In the event any costs or payments are determined to be unauthorized or ineligible, CONTRACTOR shall immediately reimbursement CCOG such amounts.

B. Invoices shall be submitted by the CONTRACTOR at monthly intervals, or as progress or deliverables are completed, and payment to the CONTRACTOR shall be made within thirty (30) days after the CCOG receives and approves said invoices. The CONTRACTOR, shall maintain accounting records and any other evidences pertaining to the work performed and costs 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. The CONTRACTOR will maintain all communication records with claimants and submit as evidence to the CCOG upon invoice of additional estimated fees due to inadequate claimant response times and/or efficiency.

IV. COVENANT AGAINST CONTINGENT FEES:

The consultant warrants that s/he 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 s/he 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, the MPO/RTPA shall have the right to annul 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.

V. STANDARD OF CARE; LICENSES:

All work, documents, and products shall be in conformity with applicable State and Federal regulations and shall be consistent with the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR'S field of expertise. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONTRACTOR represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

VI. ENTIRE AGREEMENT; CHANGES IN SERVICES:

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No substantial change in the character or extent of the services to be performed by the CONTRACTOR shall be made except by an amendment to this Agreement, in writing and in advance of changes in services, between the CCOG and the CONTRACTOR. Said written amendment to the 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 CONTRACTOR, if any.

VII. TERMINATION OR ABANDONMENT:

A. The CCOG reserves the right, by giving advance written notice to the CONTRACTOR, 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 CONTRACTOR only for services rendered or expenses incurred under this AGREEMENT through the date 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 or portion of work actually completed.

VIII. PROJECT MANAGERS; NOTICES:

CCOG's Project Manager for this Agreement is the Executive Director of the CCOG or her designee, unless CCOG otherwise informs CONTRACTOR. CONTRACTOR'S Project Manager for this Agreement is ***FILL IN***. No substitution or change of CONTRACTOR'S Project Manager is permitted without the prior written approval of CCOG.

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:

Melissa Raggio, Executive Director
Calaveras Council of Governments
P.O. Box 280
444 E. Saint Charles Street, Suite A
San Andreas, CA 95249

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

PROJECT MANAGER
CONTRACTOR
ADDRESS1
ADDRESS2

Phone:
Fax:

IX. INDEPENDENT CONTRACTOR:

The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act as and be independent contractors as to CCOG. Except as specified in Attachment "A" (Scope of Work) or otherwise expressly delegated by the Chair of CCOG, CONTRACTOR, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CCOG to any decision or course of action, and shall not represent to any person or business that they have such power. CONTRACTOR has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the performance of services under this Agreement. CONTRACTOR shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

X. INDEMNITY AND INSURANCE:

The CONTRACTOR agrees to defend, indemnify, and hold harmless the CCOG, its directors, officers, agents, employees, and representatives, from and against any and all claims, actions, demands, costs, damages, liabilities, or losses (collectively "Losses") to property or persons, including wrongful death, in any manner arising from, or in connection with, the performance by the CONTRACTOR or its agents, officers, employees, representatives, or contractors, under this Agreement, insofar as such Losses result from or are in any manner connected with the CONTRACTOR'S negligent, reckless, or willful act or omission. CONTRACTOR shall pay all costs that may be incurred by CCOG in enforcing this indemnity, including reasonable attorney's fees. CONTRACTOR'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CCOG or its directors, officers, agents, employees, and representatives. The provisions of this Section XI shall survive the expiration, termination, or assignment of this Agreement.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT, a policy of commercial liability insurance, in a form at least as broad as Insurance Services Office (ISO) Commercial General Liability Occurrence Form #CG 0001, issued by an admitted insurance company acceptable to CCOG, and naming the CCOG, its Directors, Officers, Agents, Employees, and Representatives as additional insureds in amounts not less than:

1. $1,000,000 per occurrence for bodily injury, personal injury, and property damage.

2. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be at least $2,000,000.

The above referenced policy of commercial liability 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 CONTRACTOR.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of automobile liability insurance, in a form at least as broad as ISO Commercial Automobile Liability Form #CA 0001, Code 1 (any auto), issued by an insurance company acceptable to CCOG in the minimum amount of $1,000,000 bodily injury/property damage per accident.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during his performance of this AGREEMENT a policy of Worker's Compensation, including $1,000,000 of employer's liability insurance, issued by an insurance company acceptable to CCOG for the protection of CONTRACTOR'S employees, including executive, managerial, and supervisorial employees, engaged in any work required by this AGREEMENT.

The CONTRACTOR, at his/her/its 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 minimum amount of $1,000,000 per claim.

Before the CONTRACTOR shall commence work under this AGREEMENT and before any subcontractor shall commence work under any subcontract executed pursuant to this AGREEMENT, CONTRACTOR shall deposit an original Certificate of Insurance, on a standard ACCORD form, evidencing each policy of insurance required by this AGREEMENT with CCOG and also containing the following:

1. Thirty (30) days prior written notice to CCOG of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate of Insurance; and

2. The following statement with respect to the Commercial General Liability policy: "CCOG and its directors, officers, employees, agents, and representatives, are made additional insureds, but only insofar as performance under this Agreement is concerned.

XI. GENERAL COMPLIANCE WITH LAWS:

The CONTRACTOR 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.

XII. SUBLETTING AND PERSONNEL ASSIGNMENTS:

The CONTRACTOR 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.

XIII. NONDISCRIMINATION

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

The prospective contractor's signature affixed hereon and dated shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the bidder/proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990(a-f) and Title 2, California Code of Regulations, Section 8113.

XIV. GOVERNMENT CODE SECTION 7550:

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

XV. SUCCESSORS AND ASSIGNS:

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

XVI. SEVERABILITY:

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

XVII. HEADINGS:

The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

XVIII. AUTHORITY:

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

XIX. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

XX. GOVERNING LAW; FORUM:

This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Calaveras County.

XXI. WAIVER:

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of CCOG to enforce at any time the provisions of this Agreement or to require at any time performance by the CONTRACTOR of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of CCOG to enforce these provisions.

XXII. ATTORNEYS' FEES AND COSTS:

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

XXIII. GENERAL TERMS AND CONDITIONS:

CONTRACTOR agrees to comply with the General Terms and Conditions attached hereto as Attachment "C" and incorporated herein by this reference.

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

CALAVERAS COUNCIL OF GOVERNMENTS ("CCOG")

By____________________________________
Melissa Raggio
Executive Director

CONTRACTOR
("Contractor")

By ____________________________________
PROJECT MANAGER
Project Manager

ATTEST:

____
Anne Dell'Orto
Clerk to the Calaveras Council of Governments
County of Calaveras, State of California

Attachment "A"

SCOPE OF WORK

Attachment "B"

FEE SCHEDULE

Attachment "C"

General Terms and Conditions

1. Non-Discrimination

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

c. The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages
4. Disqualifying the contractor from future bidding as non-responsible

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

2. Prompt Payment

a. Prompt Progress Payment to Subcontractors. Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the CCOG, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CCOG. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

b. Prompt Payment of Withheld Funds to Subcontractors. No retainage will be held by the CCOG from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the CCOG's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. Release Of Retainage

The Contractor agrees further to release retainage payments, if any, to each Sub-Contractor within 30 days after the Sub-Contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CCOG. This clause applies to both DBE and non-DBE Sub-Contractors.

4. National Labor Relations Board Certification.

Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

5. Americans with Disabilities Act (ADA) of 1990.

By signing this Agreement, Contractor assures the CCOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Drug-Free Certification.

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The person's or the organization's policy of maintaining a drug-free workplace;
   (3) Any available counseling, rehabilitation, & employee assistance programs; and
   (4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Contractor who works under this Agreement shall:
   (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

7. Union Organizing.

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement.

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.

b. No funds received from the CCOG under this Agreement shall be used to assist, promote, or deter union organizing.

c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.

d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the CCOG funds has been sought for these costs, and Contractor shall provide those records to the CCOG upon request.

8. Political Reform Act Compliance.

Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "Contractors" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "Contractors" under the Act by the CCOG, as provided for in the Conflict of Interest Code for the CCOG, shall promptly file economic disclosure statements for the disclosure categories determined by the CCOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

9. Campaign Contribution Disclosure.

Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Attachment "D."

10. Accounting Records.

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow inspection and copying of all work, data, documents, proceedings, and activities related to the Agreement during the term hereof and for a period of three (3) years from the date of final payment under this Agreement.

11. Ownership of Materials; Confidentiality.

a. Documents & Data. This Agreement creates an exclusive and perpetual license for CCOG to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data").

Contractor shall require all subcontractors to agree in writing that CCOG are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data.

Contractor shall provide copies on electronic media of all work products produced under this Agreement. To the extent that reports or lengthy passages of text are included in a given work product, the document shall be prepared in Microsoft Word or a format compatible with Word or as directed by the CCOG.

CCOG may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA/FTA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

b. Intellectual Property. In addition, CCOG shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement.

The CCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of CCOG.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the CCOG.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

CCOG further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of CCOG, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use CCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CCOG.

12. Prohibited Interests.

a. Solicitation. Contractor maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor maintains that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, CCOG, percentage, fee, or other consideration contingent upon or resulting from the award or making of this Agreement.

b. Conflicts of Interest. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the CCOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with the CCOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the CCOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

13. Equal Opportunity Employment.

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

The contractor or subcontractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

14. Subcontracting.

A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CCOG's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

C. Any substitution of subconsultants must be approved in writing by the CCOG's Contract Manager.

15. Prevailing Wages.

By its execution of this Agreement, Contractor certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works' or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

16. Debarment, Suspension, and Other Responsibilities.

a. The CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR 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 CCOG.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

17. Supplemental Provisions for Federal-Aid Projects

Notwithstanding anything to the contrary contained in the Agreement, including any other Exhibits attached thereto, the following provisions shall apply if funding for the Project is provided, in whole or in part, from the United States Department of Transportation.

A. Cost Principles

a. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

b. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to CCOG.

B. Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the CCOG shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CCOG, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requestedSubcontracts in excess of $25,000 shall contain this provision.

C. Disputes

1. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CCOG's Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONTRACTOR.

2. Not later than 30 days after completion of all work under the contract, the CONTRACTOR may request review by the CCOG GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

3. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

D. Equipment Purchase

1. Prior authorization in writing, by CCOG's Contract Manager shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

2. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding $5,000 prior authorization by CCOG's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

3. Any equipment purchased as a result of this contract is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CCOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the CCOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CCOG procedures; and credit the CCOG in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CCOG and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CCOG." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5000.00 is credited to the project.

4. All subcontracts in excess $25,000 shall contain the above provisions.

E. Conflict of Interest

1. The CONTRACTOR shall disclose any financial, business, or other relationship with CCOG that may have an impact upon the outcome of this contract, or any ensuing CCOG construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CCOG construction project, which will follow.

2. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

3. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

F. Rebates, Kickbacks or other Unlawful Consideration

The CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CCOG employee. For breach or violation of this warranty, CCOG shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

G. Legal Remedies

In addition to those contract remedies set forth under relevant provisions of California law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

Attachment "D"

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the CCOG Board of Directors are:

MEMBERS:	ALTERNATES:
Patricia Bettinger	Benjamin Stopper
Trevor Wittke	Alvin Broglio
Gary Tofanelli	Roark Weber
Tim Muetterties	
Michael Chimente	
Amanda Folendorf	
Scott Behiel	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any CCOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

   ___ YES ___ NO

   If yes, please identify the Director(s): ____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any CCOG Director(s) in the three months following the award of the contract?

   ___ YES ___ NO

   If yes, please identify the Director(s): ____

Answering yes to either of the two questions above does not preclude CCOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

______________________________ ____
DATE (SIGNATURE OF AUTHORIZED OFFICIAL)

____
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

____
(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars ($250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars ($250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars ($250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars ($250) to any officer of that agency during the preceding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

ATTACHMENT C

THE PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT (PSR – PDS)

AVAILABLE TO DOWNLOAD FROM CALAVERAS COG WEBSITE

https://calacog.org/project/rfprfq/

ATTACHMENT D

ADDENDUM ACKNOWLEDGMENT FORM

CALAVERAS COUNCIL OF GOVERNMENTS

ADDENDUM ACKNOWLEDGEMENT FORM

Project Title: ____

Solicitation Number: ____

Addendum Number(s): _______________________________________

Pursuant to the requirements of the above-referenced solicitation, the undersigned acknowledges receipt of the following addendum/addenda issued by the Calaveras Council of Governments (CCOG) and has incorporated the information contained therein into their proposal or bid submittal.

The proposer or bidder understands that failure to acknowledge receipt of all addenda may result in disqualification of the proposal or bid as non-responsive.

Addendum Number	Date Received (mm/dd/yyyy)	Initials of Authorized Representative

Authorized Representative Information:

Firm Name: ____

Authorized Representative (Print Name): ____________________________

Title: ____

Signature: ____

Date: ____