

Request for Proposals
for the
Regional Travel Demand Model Update

October 9th, 2026

Proposals due by Friday, November 6th, 2026

Time: 12:00 pm



Butte County Association of Governments
326 Huss Drive, Suite 150
Chico, CA 95928

(530) 809-4616

Table of Contents

I. Purpose	4
II. Background	4
III. Related Project Information	5
IV. Consultant Scope of Services	5
V. BCAG Responsibilities	5
VI. Proposal Content Requirements	6
a. Introductory Letter	6
b. Office Location of Prime Consultant	6
c. Personnel, Qualifications, Experience and References	6
d. Subconsultants	6
e. Work Plan	6
f. Project Schedule	6
g. Conflict of Interest Statement	7
h. Insurance Coverage	7
i. Cost, Employee Hours and Rates	7
j. Title VI Compliance	7
VII. Proposal Submittal Conditions	8
1. Modification or Withdrawal of Proposal	8
2. Signature	9
VIII. Rejection of Proposals	9
IX. Proposal Evaluation	9
X. Contract Award	9
XI. Contact Person	9

ATTACHMENTS

Proposal Required Attachments/Checklist:

- ☐ Exhibit A – Proposed Scope of Work
- ☐ Form 1 – Equal Employment Opportunity Certification
- ☐ Form 2 – List of Proposed Subcontractors
- ☐ Form 3 – Public Contract Code Section 10162 Questionnaire
- ☐ Form 4 – BCAG – Non-Collusion Affidavit
- ☐ Form 5 – Public Contract Code Section 10285.1 Statement
- ☐ Form 6 – Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
- ☐ Form 7 – Lobbying Certification
- ☐ Form 8 – Disclosure of Lobbying Activities
- ☐ Form 9 – Proposer Certification Clauses and Proposal Signature Page
- ☐ ~~Form 10 – Consultant Proposal DBE Commitment DNA~~
- ☐ Form 11 – Current Client References
- ☐ Insurance Certificate
- ☐ W-9

Reference Information: (Not required with Proposal Submittal)

Criteria for Evaluation of Proposal

Draft Contract

~~Exhibit 10 – O2 – Consultant Contract DBE Commitment DNA~~

Attachment A – Scope of Work (BCAG Expected)

Attachment B – Project Timeline (BCAG Expected)

Attachment I – Standard Insurance Requirements for Professional Services Contracts

I. Purpose

The Butte County Association of Governments (BCAG) is soliciting proposals from qualified consultants to update the regional Travel Demand Model (TDM) for the 2028 Butte County Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). The TDM must comply with applicable requirements, including Senate Bill 375, federal surface transportation legislation, and the federal Clean Air Act. BCAG will use the completed TDM to prepare the 2028 RTP/SCS, which is scheduled for consideration by the BCAG Board of Directors in December 2028.

The selected consultant must demonstrate strong project management and coordination skills, including experience working with agency staff, RTP/SCS project teams, and the California Air Resources Board (CARB). Experience preparing comparable regional TDMs is strongly preferred.

II. Background

California Government Code Section 65080 requires BCAG to prepare and periodically update the Regional Transportation Plan (RTP), which establishes policies, plans, and programs for coordinating and programming transportation improvements throughout the Butte County region. Senate Bill 375 also requires BCAG to include a Sustainable Communities Strategy (SCS) in the RTP. The SCS integrates land use, housing, and transportation strategies to reduce greenhouse gas emissions from passenger vehicles. BCAG's Board of Directors adopted the current RTP/SCS in December 2024. The 2028 RTP/SCS will include goals, policies, objectives, transportation network improvements, and transportation programs intended to improve the movement of people and goods throughout the region. It will also consider strategies, policies, and implementation actions for reducing passenger vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions. The region includes the cities of Biggs, Chico, Gridley, and Oroville; the Town of Paradise; and the unincorporated areas of Butte County.

BCAG previously updated the TDM in preparation for the 2028 RTP/SCS. That work updated the model base year from 2018 to 2022, transitioned the model run structure from Cube Catalog to Cube Voyager, updated model inputs, and recalibrated the model using big data. The model development report is available on the BCAG website:

https://bcag.specialdistrict.org/files/52d4e9dfc/BCAGv2.0_FinalModelDevelopmentReport_20240906.pdf

The prior TDM update also added off-model adjustments and calculations for the following strategies and factors: workplace electric vehicle charger incentives, e-bike incentives, telecommuting, telemedicine, automobile operating costs, and long-term induced VMT.

Roles and Responsibilities

- **Project Consultant:** Manage the travel demand model, supporting datasets, off-model calculations, and output metrics. Develop the 2025/26 base-year regional travel model using the most current available information. Prepare travel demand forecasts using land use scenarios and strategies related to the transportation network and reductions in GHG emissions and VMT. Prepare off-model calculations for strategies that cannot be incorporated into the model. Provide model output metrics to BCAG staff and the RTP/SCS Planning Consultant for use in quantifying the results of each scenario. Coordinate with BCAG staff, the RTP/SCS Planning Consultant, and CARB throughout development, review, and approval of the SCS.
- **BCAG Staff:** Manage development of the Regional Transportation Plan and its required Policy, Action, Financial, and SCS elements; associated environmental

documents; and the consultants supporting the project. Manage the land use allocation model, supporting datasets, and output metrics. Develop the 2025/26 base-year land use using the most current available information. Prepare forecast land use allocations for each scenario using input from the Project Consultant and RTP/SCS Planning Consultant. Provide the Project Consultant with land use model metrics needed to quantify results and with base-year and forecast land use data for travel model inputs.

- RTP/SCS Planning Consultant: Lead required outreach and priority-setting activities. Coordinate with BCAG staff to obtain and develop the data needed to prepare the RTP/SCS. Work with the RTP/SCS Project Team to develop policies and implementation actions associated with transportation and land use scenarios and strategies for reducing VMT and GHG emissions. Coordinate with BCAG staff, the Project Consultant, BCAG advisory committees, and CARB throughout development of the SCS. Prepare draft and final SCS documents for incorporation into the RTP, consideration by the BCAG Board of Directors, and submittal to CARB.

III. Related Project Information

Following is information related to the project:

- BCAG staff will administer the contract and submit quarterly reports, progress reports, final reports, and invoices to Caltrans.
- All final approvals for documents and work products generated because of this contract will be made by BCAG.
- BCAG has secured necessary funding and can begin work immediately upon consultant selection and contract execution.

IV. Consultant Scope of Services

The services consist in general, of performing key activities associated with updating the regional TDM and modeling RTP/SCS scenarios and selected VMT and GHG emissions reduction strategies in meeting SB 375 greenhouse gas reduction targets for the 2028 RTP/SCS. Elements and tasks to be prepared or performed by the consultant are included in the Proposal References Information section as **Attachment A - Scope of Work**.

These include:

- Project Meetings and Administrative Coordination
- Regional Travel Model Update
- Off-Model Adjustments/Calculations
- RTP/SCS Scenario Development
- Modeling Documentation
- Outreach
- Maintenance

V. BCAG Responsibilities

- Administer the contract and submit quarterly reports, progress reports, final reports, and invoices to Caltrans.
- Provide available data and existing studies that BCAG has performed to date relating to the project
- Manage the delivery and review of each work product
- Maintain a website page at www.bcaq.org
- Pay all consultant invoices

VI. **Proposal Content Requirements:**

Consultants interested in providing the scope of services must submit a proposal by the deadline date and time defined in this RFP. At a minimum, the following information should be included in the proposal, as actual selection will be based on careful consideration of all pertinent data provided.

- a. **Introductory Letter:** Provide a letter identifying the proposing firm and its designated contact person. The letter must summarize the firm's understanding of the project, interest in the work, relevant qualifications, proposed project team, and ability to manage the project. The discussion must be based on this RFP, available project documents, and applicable requirements.

The introductory letter must confirm the consultant's acceptance of the standard consultant services agreement included with the RFP. Any requested deviation or modification must be identified in the letter and accompanied by an explanation. BCAG may decline to consider changes proposed after consultant selection.

- b. **Office Location of Prime Consultant:** The consultant must state where the primary office work is to be accomplished.
- c. **Personnel, Qualifications, Experience and References:** Provide an organizational chart identifying the prime consultant, subconsultants, key personnel, and their proposed roles. Describe each key team member's qualifications and relevant experience, the responsibilities and interaction of team members, and the methods that will be used to manage the team and maintain the project schedule. For each key team member, identify the anticipated level of involvement, time commitment, and current commitments to other work in sufficient detail to demonstrate availability to meet the proposed schedule. Experience with similar projects is highly desired. BCAG must approve any change in key personnel after contract award.

Provide references for comparable projects on Form 11. For each reference, identify the client and agency or organization, the proposed staff member's role, contact information, a brief description of services, service dates, and contract value. BCAG may contact the listed references during the selection process.

- d. **Subconsultants:** Identify each proposed subconsultant, the work to be performed, and the subconsultant's relevant experience and references. Submit Form 2 – List of Proposed Subcontractors. BCAG must approve all subcontracts in writing before subcontracted work begins. Proposers are encouraged to consider qualified local firms for work that can be performed within Butte County.
- e. **Work Plan:** Submit a proposed Work Plan describing the consultant's approach to the services, understanding of the project objectives and requirements, and methods for completing the deliverables efficiently and effectively. Use **Attachment A – Scope of Work (BCAG Expected)** as the basis for the Work Plan and identify any additional tasks proposed or considered necessary. The accepted Work Plan will become **Exhibit A – Scope of Work** to the final contract.
- f. **Project Schedule:** The proposal shall include a clear and detailed description of how the consultant will meet the project schedule and manage the tasks identified in the Work Plan. The response shall identify key milestones and describe the methods and resources that will be used to ensure all deliverables are completed accurately and on time. BCAG's preliminary project schedule is provided in **Attachment B - Project**

Timeline (BCAG Expected) and should be used as the basis for developing the proposed schedule.

- g. Conflict of Interest Statement:** The prospective consultant shall disclose any financial interest or relationships that may constitute a conflict of interest in proposing on this request.
- h. Insurance Coverage:** The prospective consultant shall provide a summary of the firm's insurance coverage for:
- Comprehensive General Liability Insurance
 - Professional Errors and Omissions Insurance
 - Automotive Liability Insurance, and
 - Worker's Compensation Insurance

For additional information regarding insurance requirements, see Attachment I - Standard Insurance Requirements – Professional Services (Proposal Reference Information document, page 44).

- i. Cost, Employee Hours and Rates:** The contract will use an Actual Cost-Plus-Fixed-Fee payment method. Submit a detailed cost proposal for the prime consultant showing proposed personnel, hours, hourly rates, overhead and other indirect cost rates, multipliers, fixed fee or profit, and all other costs included in the proposed budget. If loaded or burdened rates are used, identify each component of those rates.

Submit the same detailed cost information for each subconsultant, including proposed personnel, hours, hourly rates, overhead and other indirect cost rates, multipliers, fixed fee or profit, and all other applicable costs.

Costs for **Task 7 - Maintenance** shall not be included. Compensation for Task 7 will be negotiated following completion and approval of the model, anticipated in December 2028.

- j. Title VI Compliance:** BCAG policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

It is the policy of BCAG to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further BCAG policy that no discrimination shall be permitted in small local business participation in BCAG contracts or in the subcontracting of BCAG contracts.

The successful consultant shall comply with the BCAG's non-discrimination policy. Title VI Solicitation Notice: BCAG, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

BCAG reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of BCAG.

VII. Proposal Submittal Conditions

The Proposal shall not exceed fifteen (15) single-sided printed pages, excluding cover sheet, table of contents, required attachments, and resumes. Double-sided pages will be allowed and counted as two (2) pages. Resumes included with the Proposal shall not exceed one single-sided printed page per person listed in the table of organization.

Note: Form 10 and Exhibit 10-02 are not required and do not need to be included with submitted proposals

Electronic Submittal

Proposals shall be emailed to: Brian Lasagna, Regional Analyst, at blasagna@bcag.org. The email subject line should read as follows: *BCAG Regional Travel Demand Model Update Proposal – [insert consultant name here]*.

Maximum file size is 10mb per email. If necessary, hosting the files on a shared site (Microsoft OneDrive, Dropbox, etc.) and emailing a link for download is also acceptable.

Proposals must be received by **12:00 p.m. on Friday, November 6, 2026**. Late proposals will not be accepted. All proposals become the property of BCAG. Each consultant is responsible for all costs associated with preparing, submitting, and presenting its proposal and participating in an interview. Issuance of this RFP does not obligate BCAG to contract with any firm or individual. BCAG may reject any or all proposals. Contract approval and award are subject to the authority of the BCAG Board of Directors and the Executive Director's delegated authority to execute the contract.

1. Modification or Withdrawal of Proposal

A consultant may withdraw or modify its proposal by email at any time before the proposal deadline. BCAG must receive the withdrawal or modification before the date and time specified for receipt of proposals.

RFP Addenda: BCAG will issue any change to this RFP by written addendum posted on the BCAG website. Each addendum becomes part of the RFP and controls over any inconsistent provision in previously issued documents. BCAG will not post an addendum within seven days of the proposal deadline. Proposers are responsible for reviewing all addenda and incorporating applicable changes into their proposals.

Verbal Communications: No verbal statement or agreement by a BCAG officer, agent, or employee may modify this RFP or any resulting contract.

Special Funding Considerations: A contract resulting from this RFP is expected to be funded with Federal Highway Administration metropolitan planning funds and Local Transportation Funds. If funding is eliminated or reduced, BCAG may reduce the services, revise or terminate the contract, or elect not to enter into an agreement.

Exceptions and Alternatives: Clearly identify any proposed exception, alternative, or option in the proposal. BCAG may consider an identified alternative and award a contract based on that alternative if BCAG determines it is in its best interest. Proposals must cover all intended services to be considered responsive.

2. Signature

An individual authorized to contractually bind the proposing firm must sign Form 9 – Proposer Certification Clauses and Proposal Signature Page and state the signer's title or position. The signature certifies that the proposal is a firm offer for at least 90 days. BCAG will reject a proposal if Form 9 is unsigned. Electronic signatures are acceptable.

VIII. Rejection of Proposals

BCAG may reject a proposal that does not comply with the requirements of Sections IV, VI, or VII; is conditional, incomplete, or irregular; or includes unreasonably high cost rates. BCAG may waive an immaterial deviation, but a waiver does not modify the RFP or excuse the selected consultant from full compliance with the contract requirements.

A proposal that omits a required attachment or does not meet the basic submittal requirements will be considered nonresponsive and may be rejected.

BCAG will not consider more than one proposal submitted by the same individual, firm, partnership, corporation, or association under the same or different names. If BCAG reasonably believes that a consultant submitted more than one proposal, BCAG may reject all proposals submitted by that consultant. A consultant that participates in collusion will not be considered for this or future procurements.

Contract approval and award are subject to the authority of the BCAG Board of Directors and the Executive Director's delegated authority to execute the contract.

IX. Proposal Evaluation

BCAG staff will evaluate proposals using the included **Criteria for Evaluation of Proposal**. Based on the evaluation results, BCAG may invite up to three qualified consultants to interviews addressing their experience, approach, and methodology.

Short-list decisions may consider proposal scores, references for similar projects, compliance with RFP requirements, and exceptions to the proposed contract terms and conditions. After interviews, BCAG may rank the consultants. BCAG may waive interviews and begin negotiations with the highest-ranked consultant. If negotiations are unsuccessful, BCAG may negotiate with the next-ranked consultant until an agreement is reached.

BCAG intends to select the responsive and responsible consultant whose proposal provides the best value and serves BCAG's interests. Selection will not be based solely on the evaluation score or proposed cost.

X. Contract Award

The Executive Director of BCAG will award the contract to the chosen consultant. The contract is not in force until it is awarded by the Executive Director.

XI. Contact Person

All questions concerning this Request for Proposal (RFP) may be directed to Brian Lasagna, Regional Analyst, of the Butte County Association of Governments at blasagna@bcag.org or (530) 809-4616.

PROPOSAL REQUIRED ATTACHMENTS/CHECKLIST

A complete proposal includes the items identified below. Complete this checklist to confirm the items in your Proposal. Place a check mark or "X" next to each item that you are submitting to BCAG. All Forms identified below are applicable to this Request for Proposal (RFP) and must be returned, as instructed, for your Proposal to be responsive. Return this checklist with your Proposal.

Proposal and Forms

NOTE: This Checklist must be submitted as a cover with the following Forms in Proposal:

- ☐ Form 1 - Equal Employment Opportunity Certification (Fill in and Sign at Bottom)
- ☐ Form 2 - List of Proposed Subcontractors/Subconsultants (Fill out or DNA)
- ☐ Form 3 - Public Contract Code Section 10162 Questionnaire (Yes or No)
- ☐ Form 4 - BCAG – Non-Collusion Affidavit (Signature at Bottom)
- ☐ Form 5 – Public Contract Code Section 10285.1 Statement (Signature at Bottom)
- ☐ Form 6 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (Date, Signature Company and Title)
- ☐ Form 7 - Lobbying Certification (Fill in, Sign and Date)
- ☐ Form 8 - Disclosure of Lobbying Activities (Fill in, Sign and Date)
- ☐ Form 9 – Proposer Certification Clauses and Proposal Signature Page (Must be filled out, dated and signed)
- ☐ ~~Form 10 – Consultant Proposal DBE Commitment (Must be filled out as indicated) "DBE Information Good Faith Efforts" (GFE) required with proposal submittal if DBE Goal not met. If goal is met, GFE form not required with submittal *Note – Form 10A and 10B are supplemental information only and not required to be submitted with Form 10 in the Submittal Package~~
- ☐ Form 11 – Current Client References (Must be filled out as indicated)
- ☐ Insurance Certificate
- ☐ W-9

Form 1

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Proposer/Operator _____, proposed sub-consultant _____, hereby certifies that he has _____, has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, he has filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements and has an Affirmative Action Program/Plan in place that will be utilized for this agreement.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1) and must be submitted by Proposer and proposed sub-consultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer and proposed sub-consultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.07(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The above certification is part of the Proposal. Sign below to acknowledge understanding.

Proposer Signature: _____

Form 2

LIST OF PROPOSED SUBCONTRACTORS

The Proposer/Operator shall list the name and address of each proposed subcontractor, to whom the Proposer/Operator expects to subcontract portions of the work. **(If no Subcontracts are proposed please indicate by entering "DNA" (Does Not Apply))**

Company: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____ email: _____

Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____ email: _____

Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____ email: _____

Certified DBE? _ Yes _____ No If yes, provide certification # _____

Company: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____ email: _____

Certified DBE? _ Yes _____ No If yes, provide certification # _____

Form 3

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
(Must Check Yes or No)**

In accordance with Public Contract Code Section 10162, the Proposer/Operator shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Proposer/Operator, any officer of the Proposer/Operator, or any employee of the Proposer/Operator who has a proprietary interest in the Proposer/Operator, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government PROJECT because of a violation of the law or a safety regulation?

Yes _____

No _____

If the answer is Yes, explain the circumstances in the following space.

Form 4

**BUTTE COUNTY ASSOCIATION OF GOVERNMENTS
NON-COLLUSION AFFIDAVIT**

(Title 23, United States Code Section 112 and Public Contract Code 7106)

In conformance with **Title 23, United States Code, Section 112 and Public Contract Code 7106**, the Proposer/Operator declares that the proposal is not made in the interest of or on behalf of, an undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the Proposer/Operator has not directly or indirectly induced or solicited any other Proposer/Operator to put in a false or sham proposal, and has not directly or indirectly colluded or conspired, connived, or agreed with any Proposer/Operator or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer/Operator has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer/Operator or any other Proposer/Operator, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer/Operator, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further that the Proposer/Operator has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with **Public Contract code Section 10232**, the Proposer/Operator, hereby states under penalty of perjury, that no more than one final appealable finding of contempt of court by a federal court has been issued against the Proposer/Operator within the immediately preceding two-year period because of the Proposer/Operator's failure to comply with an order of a federal court which orders the Consultant to comply with an order of the National Labor Relations Board.

Note: The Equal Employment Opportunity Certification (Form 1), the above statement, the Questionnaire (Form 3) and this, this statement and Non-Collusion Affidavit are part of the proposal.

Proposer are cautioned that making a false certification may subject the certifier to criminal prosecution. The above certification is part of the Proposal. Sign below to acknowledge understanding.

Proposer Signature: _____

Form 5

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer/Operator hereby declares under penalty of perjury under the laws of the State of California that the Proposer/Operator has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the proposing upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer/Operator" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Proposer Signature: _____

Form 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BCAG may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to BCAG if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact BCAG for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BCAG.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Form 6 (continued)

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, BCAG may pursue available remedies including suspension and/or debarment.

10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____

Company Name _____

Title _____

Form 7

LOBBYING CERTIFICATION

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONSULTANTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONSULTANT, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of CONSULTANT'S Authorized Official

Name and Title of CONSULTANT'S Authorized Official

Date _____

Form 8

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

☐

No Lobbying Activities Performed by Proposer (check if true and skip to signature box beside box 16)

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

Prime

Subawardee

Tier _____, if known

**5. If Reporting Entity in No. 4 is Subawardee,
Enter Name and Address of Prime:**

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including
address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____
Actual planned

13. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

Form 8 (continued)

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

15. Continuation Sheet(s) attached:

Yes

No

- 16.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only: Standard Form LLL

Standard Form LLL Authorized for Local Reproduction

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

Form 8 (continued)

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form 9

PROPOSER CERTIFICATION CLAUSES AND PROPOSAL SIGNATURE PAGE

PROPOSER/OPERATOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Consultant has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 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 organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Consultant may be ineligible for award of any future BCAG agreements if BCAG determines that any of the following has occurred: (1) the Consultant has made a false certification or has violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Consultant certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a Federal court, which orders Consultant to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Consultant hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Consultant hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Form 9 (continued)

DOING BUSINESS WITH BCAG

The following laws apply to persons or entities doing business in the State of California.

1. LABOR CODE/WORKERS' COMPENSATION: Consultant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
2. AMERICANS WITH DISABILITIES ACT: Consultant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
3. CONTRACTOR NAME CHANGE: An amendment is required to change the Consultant 's name as listed on this Agreement. Upon receipt of legal documentation of the name change BCAG will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Consultant is currently qualified to do business in California in order to ensure that all obligations due to BCAG are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Consultant performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Consultant shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

Form 9 (continued)

By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California that the included questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the Proposer/Operator has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California administrative Code). By my signature on this proposal I Further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 code of Federal Regulations, Part 29 Debarment and Suspension certification are true and correct. (Forms 1-8)

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct and that I am duly authorized to legally bind the prospective Proposer/Operator to the clauses listed above. This certification is made under the laws of the State of California. The **undersigned is duly authorized to certify that the contents of the technical proposal are true and accurate and the commitment to perform the requested services is certified for a 90 day period.**

Proposer Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

NOTE - If Proposer/Operator is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation: if Proposer/Operator is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership: and if Proposer/Operator is an individual, his signature shall be placed above. If signature is by an agent other than of an officer of a corporation or a member of a partnership, a power of attorney must be on file with BCAG prior to opening proposals or submitted with the proposal; otherwise, the proposal will be discarded as irregular and unauthorized.

Form 11

CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references supplied to other clients over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

Agency Name:	Contact Name and Phone	Year
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Signature: _____

Name: _____

Date: _____

Company Name: _____

Title: _____

CRITERIA FOR EVALUATION OF PROPOSAL

Proposal Evaluation	Maximum Possible Score (Weighted Score)	Score
I. Introductory Letter and Location	10	
II. Personnel (5) Qualifications (15) Experience (15) References (15)	50	
III. Work Plan	30	
IV. Project Schedule	10	
TOTAL POSSIBLE (100 points)		
TOTAL ACTUAL		
TOTAL PERCENT		



BUTTE COUNTY ASSOCIATION OF GOVERNMENTS
CONSULTING SERVICES AGREEMENT

Consultant

[CONSULTANT LEGAL NAME]
[CONSULTANT ADDRESS]

Project

[PROJECT NAME]

Contract Number

This Consulting Services Agreement (AGREEMENT) is entered into effective [EFFECTIVE DATE] by and between the Butte County Association of Governments (BCAG) and [CONSULTANT LEGAL NAME] (CONSULTANT).

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS

SECTION 1	ORGANIZATION AND CONTENTS
SECTION 2	SERVICES AND DELIVERABLES
SECTION 3	TERM, SCHEDULE, AND NOTICE TO PROCEED
SECTION 4	COMPENSATION, INVOICES, AND PAYMENT
SECTION 5	CHANGES AND ADDITIONAL SERVICES
SECTION 6	CONSULTANT RESPONSIBILITIES AND STANDARD OF CARE
SECTION 7	BCAG RESPONSIBILITIES
SECTION 8	SUBCONSULTANTS; ASSIGNMENT
SECTION 9	INDEPENDENT CONTRACTOR
SECTION 10	COMPLIANCE WITH APPLICABLE LAW
SECTION 11	CONFLICTS OF INTEREST
SECTION 12	TERMINATION; REMEDIES
SECTION 13	INDEMNIFICATION
SECTION 14	INSURANCE
SECTION 15	OWNERSHIP AND USE OF WORK PRODUCT
SECTION 16	RECORDS AND AUDIT
SECTION 17	DISPUTES; GOVERNING LAW; VENUE
SECTION 18	NOTICES
SECTION 19	GENERAL PROVISIONS; ORDER OF PRECEDENCE

SECTION 20 FUNDING-SPECIFIC REQUIREMENTS

SECTION 21 ENTIRE AGREEMENT; AMENDMENTS

EXHIBITS

EXHIBIT A SCOPE OF WORK

EXHIBIT B COMPENSATION

EXHIBIT C CERTIFICATION OF OWNER

EXHIBIT D CERTIFICATION OF CONSULTANT

**EXHIBIT E SCOPE OF CONSULTING SERVICES – ADDITIONAL; COMPLETION SCHEDULE
(AS NEEDED)**

ATTACHMENT I INSURANCE SERVICES

ATTACHMENT II CONTRACT CLAUSE FOR FEDERAL AID

Sections 1 through 21 constitute BCAG's base consulting services agreement. Project-specific scope and compensation are stated in Exhibits A and B. Exhibits C and D contain the Owner and Consultant certifications. Additional services and any related completion schedule may be documented in Exhibit E. Insurance requirements are stated in Attachment I. Federal, state, grant, or other funding-source requirements apply only when identified and attached as Attachment II. A funding requirement controls over another provision only to the extent required for eligibility or reimbursement and does not change the scope, schedule, or compensation unless the parties execute a written amendment.

SECTION 2 - SERVICES AND DELIVERABLES

CONSULTANT shall perform the services and provide the deliverables described in Exhibit A. CONSULTANT shall perform the work diligently, coordinate with BCAG's designated representative, and provide progress information reasonably requested by BCAG. No service is authorized unless included in Exhibit A or approved in writing under Section 5.

SECTION 3 - TERM, SCHEDULE, AND NOTICE TO PROCEED

The term, milestones, and completion schedule are stated in Exhibit A and, when used, Exhibit E. The term of the contract shall be in effect until [DATE]. CONSULTANT shall not begin work before BCAG issues a written notice to proceed. BCAG may authorize the work in phases. CONSULTANT shall promptly notify BCAG of any circumstance reasonably expected to affect the schedule. Any extension must be approved in writing by BCAG.

SECTION 4 - COMPENSATION, INVOICES, AND PAYMENT

BCAG shall compensate CONSULTANT using the payment method, rates, and maximum amount payable stated in Exhibit B. CONSULTANT shall submit invoices no more frequently than monthly unless Exhibit B provides otherwise. Each invoice shall identify the billing period, work performed, progress toward deliverables, charges by task, and supporting documentation reasonably requested by BCAG. BCAG will pay an acceptable invoice within 30 days after receipt. Payment does not constitute acceptance of defective or incomplete work, waive any right of BCAG, or increase the maximum amount payable. Final payment is due only after completion and acceptance of the authorized work and receipt of an acceptable final invoice.

SECTION 5 - CHANGES AND ADDITIONAL SERVICES

No change to the scope, deliverables, schedule, compensation, key personnel, or other material term is effective unless approved in writing by authorized representatives of both parties. CONSULTANT shall not perform changed or additional work before written authorization. Approved changes may be documented by amendment, task order, or additional-services authorization and attached as Exhibit E.

SECTION 6 - CONSULTANT RESPONSIBILITIES AND STANDARD OF CARE

CONSULTANT represents that it has the qualifications, personnel, licenses, resources, and experience necessary to perform the services. CONSULTANT shall perform professional services with the degree of skill and care ordinarily exercised by qualified professionals performing similar services under similar circumstances. CONSULTANT is responsible for the professional quality, technical accuracy, coordination, and completeness of its work and shall promptly correct, at no additional cost to BCAG, errors, omissions, deficiencies, or nonconforming work caused by CONSULTANT or its subconsultants.

SECTION 7 - BCAG RESPONSIBILITIES

BCAG shall designate a representative for the work; provide available information reasonably necessary for performance; provide or arrange access under BCAG's control when required; review submissions and provide decisions within a reasonable time; and perform the other responsibilities assigned to BCAG in Exhibits A and B. CONSULTANT remains responsible for independently verifying information when professional practice requires verification.

SECTION 8 - SUBCONSULTANTS; ASSIGNMENT

CONSULTANT shall not subcontract, substitute a subconsultant, assign, delegate, or transfer any material right or duty under this AGREEMENT without BCAG's prior written approval. No subcontract creates a contractual relationship between BCAG and a subconsultant or relieves CONSULTANT of responsibility for the work. CONSULTANT is responsible for the acts and omissions of its subconsultants and shall include in each subcontract the provisions of this AGREEMENT that apply to the subcontracted work, including any applicable Attachment II requirements.

SECTION 9 - INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and has exclusive control over the manner and means of performing the work, subject to the requirements of this AGREEMENT. Neither CONSULTANT nor its employees or subconsultants are employees, agents, partners, or joint venturers of BCAG.

CONSULTANT is responsible for compensation, taxes, benefits, supervision, and workplace obligations for its personnel.

SECTION 10 - COMPLIANCE WITH APPLICABLE LAW

Each party shall comply with laws and regulations applicable to its performance under this AGREEMENT. CONSULTANT shall obtain and maintain licenses, permits, and professional registrations required for its services. Requirements arising solely from a particular funding source apply only when incorporated through Attachment II.

SECTION 11 - CONFLICTS OF INTEREST

CONSULTANT shall avoid conflicts that could impair its objectivity, create an unfair competitive advantage, or interfere with performance. CONSULTANT shall disclose in writing any actual, apparent, or potential conflict known at execution or arising during performance and shall implement reasonable mitigation directed by BCAG. CONSULTANT shall not use confidential or nonpublic information obtained through this AGREEMENT for an improper purpose.

SECTION 12 - TERMINATION; REMEDIES

BCAG may terminate this AGREEMENT, in whole or in part, for convenience upon 10 days' written notice. The parties may also terminate this AGREEMENT, in whole or in part, at any time by a written mutual termination agreement signed by their authorized representatives. The mutual termination agreement shall state the effective date, disposition of work in progress and deliverables, and any final payment or other continuing obligations. Before terminating for cause, BCAG shall provide CONSULTANT written notice describing the material failure, breach, or default and allow CONSULTANT 10 days after receipt of the notice to cure it, or a longer period approved by BCAG in writing. If the matter cannot reasonably be cured within 10 days, CONSULTANT shall begin corrective action within that period and diligently pursue the cure to completion under a schedule acceptable to BCAG. BCAG may terminate for cause if CONSULTANT does not timely cure, begin and diligently pursue an approved cure, or comply with an approved corrective-action schedule. No cure period is required when the breach is not reasonably curable, CONSULTANT abandons the work, or immediate termination is reasonably necessary to protect public safety, public funds, confidential information, or BCAG property. Upon termination, CONSULTANT shall stop affected work, protect work in progress, avoid unnecessary cost, deliver completed and partially completed work, and submit a final accounting. BCAG shall pay for satisfactory authorized work performed through the effective date, less prior payments, disallowed amounts, and amounts owed to BCAG. Anticipated profit on unperformed work is not payable. If a cause termination is later determined unjustified, it shall be treated as a termination for convenience. Rights and remedies are cumulative, and a waiver of one breach is not a waiver of another.

SECTION 13 - INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless BCAG and its officers, employees, and agents from claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, willful misconduct, or breach of this AGREEMENT by CONSULTANT, its employees,

agents, or subconsultants. For professional services, the duty to defend and indemnify shall apply to the extent permitted by California law. This section survives completion or termination.

SECTION 14 - INSURANCE

CONSULTANT shall procure and maintain the insurance stated in Attachment I for the duration required there. Evidence of coverage shall be provided before work begins and upon request. Acceptance of insurance documentation does not limit CONSULTANT's obligations or liability.

SECTION 15 - OWNERSHIP AND USE OF WORK PRODUCT

Upon payment, reports, plans, drawings, models, data, analyses, electronic files, and other deliverables prepared specifically for BCAG under this AGREEMENT become BCAG property, except for CONSULTANT's pre-existing tools, methods, software, and proprietary materials identified in writing. CONSULTANT grants BCAG a perpetual, royalty-free license to use any retained material incorporated into a deliverable for governmental purposes. CONSULTANT is not responsible for modifications or reuse by others outside the original purpose unless CONSULTANT approves that use in writing. Publication or public release by CONSULTANT requires BCAG's prior written approval.

SECTION 16 - RECORDS AND AUDIT

CONSULTANT shall maintain records sufficient to support its performance and invoices for at least three years after final payment, or longer if required by applicable law, an unresolved claim, audit, litigation, or Attachment II. During that period, BCAG and its authorized representatives may inspect and copy records directly pertinent to this AGREEMENT upon reasonable notice. CONSULTANT shall cooperate with audits and repay unsupported or overpaid amounts. Additional funding-agency access and retention requirements apply only through Attachment II.

SECTION 17 - DISPUTES; GOVERNING LAW; VENUE

The parties shall first attempt in good faith to resolve disputes through their project representatives and then through the BCAG Executive Director or designee and CONSULTANT's authorized representative. Unless BCAG directs otherwise, CONSULTANT shall continue diligent performance while a dispute is pending. This AGREEMENT is governed by California law. Venue for litigation shall lie in a court of competent jurisdiction in Butte County, California. The prevailing party in an action to enforce this AGREEMENT is entitled to reasonable attorneys' fees and costs to the extent permitted by law.

SECTION 18 - NOTICES

Formal notices shall be in writing and delivered personally, by nationally recognized overnight delivery service, by United States mail, postage prepaid, or by email to the physical or email addresses below, or to a replacement physical or email address designated by written notice. Notice is effective upon personal delivery; confirmed delivery by an overnight service; three business days after mailing; or, for email, when transmitted without an automated delivery-failure or rejection notice, provided that an email sent after 5:00 p.m. Pacific Time or on a day that is not a business day is deemed received on the next business day.

BCAG: Executive Director/Project Manager
Butte County Association of Governments
326 Huss Drive, Suite 150, Chico, CA 95928
[BCAG NOTICE EMAIL]

CONSULTANT: [NAME, TITLE]
[FIRM]
[ADDRESS]
[CONSULTANT NOTICE EMAIL]

SECTION 19 - GENERAL PROVISIONS; ORDER OF PRECEDENCE

This AGREEMENT is binding on permitted successors and assigns. A provision held invalid or unenforceable shall be limited or severed to the minimum extent necessary, and the remainder remains effective. Headings are for convenience and do not control interpretation. Failure to enforce a provision is not a waiver. Obligations that by their nature should survive remain effective after completion or termination. The documents form one agreement and are interpreted together. In the event of conflict, the order of precedence is: a signed amendment; Attachment II, but only to the extent required for funding eligibility or reimbursement; the base AGREEMENT; Exhibit A; Exhibit B; Exhibits C and D; Exhibit E; Attachment I; and other incorporated documents. No Attachment II provision changes scope, schedule, or compensation without a signed amendment.

SECTION 20 - FUNDING-SPECIFIC REQUIREMENTS

Federal, state, grant, or other funding-source clauses do not apply unless the applicable requirements are identified and attached as Attachment II. When FHWA Planning funds are used for architecture and engineering or related consultant services, BCAG may attach the current "BCAG FHWA PL-Funded A&E Required Contract Clauses" as Attachment II. CONSULTANT shall comply with and flow down the provisions expressly made applicable by Attachment II. Attachment II may be revised only through a written amendment signed by both parties, except that a change mandated by law or the funding agency may be implemented as required to preserve eligibility, provided it does not alter scope, schedule, or compensation without a signed amendment.

SECTION 21 - ENTIRE AGREEMENT; AMENDMENTS

This AGREEMENT, together with Exhibit A – Scope of Work; Exhibit B – Compensation; Exhibit C – Certification of Owner; Exhibit D – Certification of Consultant; Exhibit E – Scope of Consulting Services – Additional; Completion Schedule, when used; Attachment I – Insurance Services; Attachment II – FHWA REQUIRED CONTRACT CLAUSES FOR FEDERAL AID, when used; and all executed amendments, constitutes the entire agreement between the parties concerning its subject and supersedes prior or contemporaneous oral and written understandings on that subject. Each exhibit and attachment identified above and attached to this AGREEMENT is incorporated by this reference. This AGREEMENT may be amended only by writing signed by authorized representatives of both parties. Electronic and counterpart signatures are effective as originals.

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

BCAG:

By: _____
[BCAG AUTHORIZED SIGNATORY]
[TITLE]

Date: _____

CONSULTANT:

By: _____
[CONSULTANT AUTHORIZED SIGNATORY]
[CONSULTANT TITLE]

Date: _____

DRAFT

EXHIBIT “A” – SCOPE OF WORK (INSERT)

DRAFT

EXHIBIT “B” – COMPENSATION AND SCHEDULE (INSERT)

DRAFT

Exhibit "C"
CERTIFICATION OF OWNER

I HEREBY CERTIFY that I am the ***Executive Director of the Butte County Association of Governments*** and that the consulting firm of **CONSULTANT** or its representatives have not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out the AGREEMENT to:

- a. Employ, retain, agree to employ or retain, any firm or person; or
- b. Pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) and the Federal Transit Administration in connection with this AGREEMENT involving participation of Federal Transit Administration funds, and is subject to applicable State and Federal laws, both criminal and civil.

Andy Newsum, Executive Director

Date

Exhibit "D"

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am [SIGNATORY, TITLE], and the duly authorized representative of [FIRM], whose address is [ADDRESS], and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- employed or retained for a commissions, percentage, brokerage, contingent fee, or other consideration, any firm or person, (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this AGREEMENT;
- nor agreed, as an express or implied condition, for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT;
- nor paid, or agreed to pay, to any firm, organization or person (other than a bona fide employees working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) and the Federal Transit Administration in connection with this AGREEMENT involving participation of Federal Transit Administration funds, and is subject to applicable State and Federal laws, both criminal and civil.

[SIGNATORY and TITLE]
[CONSULTANT/COMPANY]

Date

Attachment I – Standard Insurance Requirements (Professional Services) **(rev.10-26)**

Before the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that Consultant has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE

- 1.) Commercial General Liability coverage (Standard Insurance Requirements Office (ISO) “occurrence” form CG 0001 04 13).
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Standard Insurance Requirements Office’s Business Auto Coverage form number CA 0001 03 10 covering “any auto”.
- 3.) Workers’ Compensation Insurance as required by the Labor Code and Employers Liability Insurance.
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

B. MINIMUM LIMITS OF INSURANCE

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The Consultant or consultant’s insurance carrier shall notify BCAG if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** Policy limits for work in connection with construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Consultant to fulfill the requirements of this contract, and coverage shall be provided for “Any Auto”, Code 1 as listed on the Acord form Certificate of Insurance.
- 3.) **Workers’ Compensation and Employers Liability:** Workers’ Compensation insurance up to policy limits and Employers Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES

Any deductibles must be declared on certificates of insurance and approved by BCAG.

D. OTHER INSURANCE PROVISIONS

1. General liability insurance policies shall be endorsed to state:

- a.) BCAG, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Consultant, including products and completed operations of the Consultant, premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to BCAG, its officers, officials, employees or volunteers. Auto coverage as provided by unendorsed CA 0001 03 10.
- b.) Consultant's insurance coverage shall be primary insurance, except for auto, as respects BCAG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by BCAG, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c.) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the consultant's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Consultant shall furnish BCAG **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by BCAG before work under the contract has begun. BCAG reserves the right to require complete, certified copies of all insurance policies required by this contract.

G. SUBCONTRACTORS.

Consultant shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing BCAG certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT II

FHWA PL-FUNDED MPO PLANNING CONTRACT

FEDERAL REQUIRED CONTRACT CLAUSES

Purpose and applicability. This Exhibit applies to third-party contracts funded in whole or in part with Federal Highway Administration Metropolitan Planning funds for metropolitan transportation planning and related professional services that are not architectural and engineering services subject to 23 U.S.C. 112(b)(2) and 23 CFR Part 172. It supplements the Agreement. If the scope later includes covered architectural or engineering services, BCAG shall amend the Agreement to add the applicable architectural or engineering services requirements before that work begins.

1. COMPLIANCE WITH FEDERAL REQUIREMENTS

CONSULTANT shall comply with all applicable Federal requirements governing the Agreement, including 2 CFR Part 200; 23 CFR Part 420; 49 CFR Parts 20, 21, 26, and 29; the terms of the applicable FHWA award and Caltrans agreement; and applicable Caltrans metropolitan and regional planning requirements, as each may be amended. CONSULTANT shall not take or omit any action that would cause BCAG or Caltrans to violate an applicable Federal requirement. A requirement specifically imposed as a condition of Federal participation controls over a conflicting provision of the Agreement.

2. SCOPE, WORK PROGRAM, AUTHORIZATION, AND CHANGES

Work shall be limited to the approved scope, budget, schedule, and applicable Overall Work Program or other federally approved work authorization. CONSULTANT shall not begin work before BCAG issues written authorization. A change to scope, compensation, schedule, key personnel, subconsultants, or another material term is effective only through a written amendment or task order executed by authorized representatives. No change may expand the work beyond the competitively procured scope or the federally authorized planning activity.

3. ALLOWABLE COSTS, PAYMENT, AND PROGRAM INCOME

BCAG will reimburse only costs that are necessary, reasonable, allocable, consistently treated, adequately documented, incurred during the authorized performance period, and allowable under 2 CFR Part 200, the approved budget, and the Agreement. CONSULTANT shall maintain an accounting system capable of identifying Agreement costs by task or work element. Credits, rebates, refunds, recoveries, and other applicable credits shall reduce charges to the Agreement. Any program income attributable to the Agreement shall be identified and handled as directed by BCAG. Unsupported or unallowable costs are subject to disallowance, offset, and repayment.

Invoices shall identify the Agreement, billing period, task or work element, personnel classifications, hours, rates, direct costs, subconsultant costs, and progress toward deliverables. Payment does not constitute final acceptance or waive audit, repayment, or other rights.

4. RECORDS, ACCESS, AUDIT, AND MONITORING

CONSULTANT and each subconsultant shall retain complete books, records, accounts, source documentation, cost records, work products, correspondence, and other evidence pertinent to the Agreement for at least three years after BCAG submits its final expenditure report or makes final payment, whichever is later, and until all litigation, claims, negotiations, audits, or other pending matters are resolved. BCAG, Caltrans, FHWA, the U.S. Department of Transportation Office of Inspector General, the Comptroller General of the United States, and their authorized representatives shall have timely access to such records, personnel, facilities, and sites of performance for examination, audit, excerpts, transcription, monitoring, and evaluation. CONSULTANT shall cooperate with corrective actions and repay amounts determined to be unsupported or unallowable.

5. RIGHTS IN DATA, COPYRIGHT, AND PUBLICATION

Subject to rights in pre-existing materials identified in writing, BCAG shall own reports, plans, models, databases, maps, GIS files, analyses, public-engagement materials, and other deliverables prepared

specifically under the Agreement upon creation and payment. The Federal Government reserves a royalty-free, nonexclusive, irrevocable right to reproduce, publish, use, and authorize others to use copyrighted work or data first produced under the Agreement for Federal purposes. CONSULTANT shall obtain BCAG's written approval before publishing or distributing work represented as an official BCAG product.

6. REMEDIES AND TERMINATION

For breach or violation, BCAG may exercise available administrative, contractual, and legal remedies, including corrective action, withholding payment, disallowance, recovery, suspension, termination, and damages. BCAG may terminate the Agreement in whole or in part for convenience by written notice or for cause after notice and an opportunity to cure appropriate to the circumstances. Upon termination, CONSULTANT shall stop work as directed, protect and deliver completed and partially completed work, terminate affected subcontracts, avoid unnecessary further costs, and submit a final accounting. BCAG shall pay only allowable costs for satisfactory authorized work performed through the effective date and allowable closeout costs, less prior payments and amounts owed. Anticipated profit on unperformed work is not payable. If a termination for cause is later determined unjustified, it shall be treated as a termination for convenience.

7. DEBARMENT, SUSPENSION, AND RESPONSIBILITY

CONSULTANT certifies that it, its principals, and its proposed subconsultants are not excluded or disqualified from participation in covered Federal transactions. CONSULTANT shall verify eligibility as required, notify BCAG promptly of any change, and shall not enter into a covered lower-tier transaction with an excluded or disqualified person. This requirement shall be included in covered lower-tier agreements.

8. LOBBYING

No federally appropriated funds have been or will be paid by or on behalf of CONSULTANT to influence or attempt to influence an officer or employee of an agency, a Member or employee of Congress, or an employee of a Member of Congress in connection with the award, extension, continuation, renewal, amendment, or modification of a Federal award. For an Agreement or lower-tier award exceeding \$100,000, CONSULTANT shall execute the certification required by 31 U.S.C. 1352 and 49 CFR Part 20. If non-Federal funds are used for covered lobbying, CONSULTANT shall submit Standard Form LLL and require the same certification and disclosure at each applicable tier.

9. CONFLICTS, GRATUITIES, KICKBACKS, AND CONTINGENT FEES

CONSULTANT shall disclose actual, apparent, or potential organizational and personal conflicts of interest and shall implement mitigation directed by BCAG. CONSULTANT shall not offer or accept a gratuity, kickback, rebate, unlawful consideration, or contingent fee in connection with the Agreement, except compensation to bona fide employees or established commercial or selling agencies. CONSULTANT shall promptly disclose credible evidence of fraud, bribery, conflict of interest, false claims, or other criminal or civil violation affecting the Federal award.

10. DISADVANTAGED BUSINESS ENTERPRISE

CONSULTANT and each subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted agreements. Failure to carry out these requirements is a material breach that may result in termination or another remedy BCAG deems appropriate. CONSULTANT shall comply with assigned commitments, good-faith-effort requirements, commercially useful function determinations, payment reporting, and prior-approval requirements for termination, substitution, or reduction of a listed DBE. CONSULTANT shall pay each subconsultant for satisfactory performance and release retainage within the period required by 49 CFR 26.29, applicable California law, and the Agreement.

11. ENVIRONMENTAL AND PROCUREMENT PROVISIONS

Clean Air and Water. For contracts and subcontracts exceeding the applicable Federal threshold, CONSULTANT shall comply with all applicable standards, orders, and regulations under the Clean Air Act and Federal Water Pollution Control Act and shall report violations to BCAG for required referral to FHWA and the appropriate EPA Regional Office.

Recovered Materials. When applicable, CONSULTANT shall comply with section 6002 of the Solid Waste Disposal Act, 2 CFR 200.323, and 40 CFR Part 247 by procuring designated items containing the highest practicable percentage of recovered materials and by following applicable affirmative-procurement requirements.

Prohibited Telecommunications. CONSULTANT shall not use Federal funds to procure, obtain, extend, or renew a contract for covered telecommunications or video-surveillance equipment, systems, or services prohibited by 2 CFR 200.216, and shall notify BCAG promptly if covered equipment or services are identified.

Domestic Preference. To the greatest extent practicable and consistent with law, CONSULTANT shall provide a preference for goods, products, and materials produced in the United States as provided in 2 CFR 200.322 and shall include this requirement in applicable subcontracts and purchase orders.

Energy Conservation. CONSULTANT shall comply with applicable mandatory energy-efficiency standards and policies issued under the Energy Policy and Conservation Act.

12. ACCESSIBILITY AND PUBLIC PARTICIPATION

CONSULTANT shall perform public engagement and prepare meetings, documents, websites, electronic information, and deliverables in compliance with applicable Title VI, limited-English-proficiency, disability-access, and digital-accessibility requirements and BCAG specifications. CONSULTANT shall support meaningful participation by affected populations and maintain documentation of outreach undertaken under the approved scope.

13. SUBCONTRACTS AND FLOW-DOWN

CONSULTANT shall obtain BCAG's written approval before entering into or materially amending a subcontract. CONSULTANT remains responsible for all lower-tier performance and shall include every provision required by its terms or subject matter in each applicable subcontract, including records and audit access, cost allowability, debarment, lobbying, DBE and prompt payment, nondiscrimination, prohibited telecommunications, domestic preference, and rights in data.

14. CLOSEOUT AND SURVIVAL

Before final payment, CONSULTANT shall complete and deliver all work, submit a final invoice and reconciliation, resolve questioned costs, document subconsultant and DBE payments, transfer required records and property, credit refunds and recoveries, and complete requested closeout actions. Records, audit, repayment, data rights, confidentiality, professional responsibility, disputes, and obligations that by their nature should survive remain effective after completion, expiration, or termination.

15. TITLE VI/NONDISCRIMINATION ASSURANCES

The following provides contract-ready Title VI coverage based on the current Caltrans assurances. Before execution, BCAG shall replace this section with the then-current official Caltrans Appendices A and E, reproduced in full and without modification.

Appendix A of the Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: withholding payments to the contractor under the contract until the contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix E of the Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601.
- The Federal-Aid Highway Act of 1973, 23 U.S.C. 324 et seq.
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 et seq., as amended, and 49 CFR Part 27.
- The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as amended.
- The Airport and Airway Improvement Act of 1982, 49 U.S.C. 47123, as amended.
- The Civil Rights Restoration Act of 1987, Public Law 100-209.
- Titles II and III of the Americans with Disabilities Act, 42 U.S.C. 12131–12189, as implemented by 49 CFR Parts 37 and 38.
- The Federal Aviation Administration's nondiscrimination statute, 49 U.S.C. 47123.
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance.
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq., as amended.

Attachment A – Scope of Work

BCAG seeks a qualified consultant to assist in updating the regional TDM and developing and modeling RTP/SCS scenarios and selected VMT reduction strategies in meeting SB 375 greenhouse gas reduction targets for the 2028 RTP/SCS.

A responsive proposal will address the following tasks.

Task 1 – Project Meetings and Coordination. Consultant team will work closely with BCAG’s RTP/SCS project team, consisting of an RTP/SCS planning consultant and BCAG staff throughout the project to ensure that expectations and the schedule are met.

Task 1.1 – Project “Kick-Off” Meeting: Consultant will coordinate with BCAG staff to schedule an initial kickoff meeting to review the project scope, schedule, work products, management, and communication procedures, finalize project priorities and objectives, and identify any critical and/or regional issues as background to the project.

Task 1.2 – Administrative Coordination: Bi-weekly conference calls with Consultant, BCAG staff, and RTP/SCS Project Team, as needed, to discuss progress towards meeting schedule, producing key deliverables, and coordinating with planning consultants. Monthly progress reports will be submitted to the BCAG project manager in association with invoicing.

Task 1.3 – California Air Resources Board (CARB) SCS Consultation and Evaluation Meetings: The consultant will participate in coordination meetings with CARB as the modeling is being developed for analysis of the SCS. This includes development and review of the required technical methodology. Upon adoption of the 2028 RTP/SCS in December of 2028, the consultant will participate in the SCS evaluation by CARB. This includes attending meetings and responding to comments by CARB related to the modeling of the adopted SCS.

Task Deliverables
• Copy of Executed Contract with Consultant and Detailed Project Delivery Schedule • Consultant Kick-Off Meeting Agenda and Minutes • Monthly Progress Reports • Responses to Comments

Task 2 - Regional Travel Model Update. Consultant will prepare the BCAG regional travel model for use in developing and analyzing the 2028 RTP/SCS for the BCAG region. The updated model must conform to the requirements included in latest California Transportation Commission (CTC) RTP Guidelines, Federal Transportation Conformity Regulations, Federal Surface Transportation Act, California Air Resources Board (ARB) SCS Evaluation Guidelines, and California Environmental Quality Act (CEQA).

A preliminary listing of sub-tasks is provided below which identify the principal elements that BCAG would like addressed.

Task 2.1 - Data Collection: Consultant will collect latest available and reliable data to be used in developing the model. Data may include, but shall not be limited to, the following: BCAG 2025/26 traffic counts, U.S. Census Bureau demographic data, California Department of Finance housing and population

data, California Statewide Household Travel Survey travel data, National Household Travel Survey travel data, California Statewide Travel Demand Model, Longitudinal Employer-Household Dynamics data, California Department of Motor Vehicles data, Employment Development Department data, National Transit Database data, BCAG transit route and ridership data, BCAG land use data, BCAG road network data, BCAG bike facility data, and any additional survey's or vendor supplied data. Consultant will review all data with BCAG staff prior to utilization and prepare a memorandum describing the data sources reviewed and how they will be applied to the model. If additional datasets are necessary for the development of the model, consultant will need to account for in the proposal.

Task 2.2 - Model Calibration: Based on data collected in Task 2.1, project consultant will apply new land use, traffic counts, and road network and review and revise assumptions for model calibration to the 2026 base year. Consultant will update the existing trip generation, trip distribution, and trip assignment components of the model, if necessary. Consultant will review model calibration with BCAG staff and prepare a memorandum describing the calibration process and results.

Task 2.3 - Model Validation: Consultant will test and document the model's performance in the base year against observed or empirical travel data. At a minimum, static validation tests will be completed and meet recommended validation thresholds contained in the CTC's latest RTP Guidelines. Consultant will review model validation with BCAG staff and prepare a memorandum describing the validation process and results.

Task 2.4 - Model Sensitivity Analysis: Consultant will perform sensitivity analysis for individual components of the model, particular those which affect the accuracy related to measuring regional vehicle miles of travel. Consultant will review model sensitivity analysis with BCAG staff and prepare a memorandum describing the sensitivity analysis and results. BCAG staff and consultant will review analysis with CARB staff for comment and recommendations.

Task Deliverables
• Memorandum of data sources reviewed and application to the TDM • Memorandum describing the calibration process and results • Memorandum describing the validation process and results • Memorandum describing the sensitivity analysis and results

Task 3 - Off-Model Adjustments. Consultant will update existing and develop additional off-model adjustments, as necessary, for estimating reductions in vehicle miles traveled (VMT) and/or greenhouse gas (GHG) emissions from strategies not capable of being modeled. Consultant will coordinate with RTP/SCS project team in determining appropriate off-model adjustments. All off-model adjustments will need to be reviewed and approved by CARB.

Task 3.1 – Update Existing Off-Model Adjustments. Consultant will review existing off-model adjustments and determine if updates are necessary based on the latest available information. Updates will be made to those that are determined to be necessary.

Task 3.2 – Develop Additional Off-Model Adjustments. In consultation with the RTP/SCS project team, consultant will develop additional off-model adjustments based on new VMT/GHG reduction strategies applicable to the BCAG region.

Task Deliverables
• Memorandum detailing draft off-model adjustments and methodology • Memorandum of final off-model adjustments and methodology which incorporates comments by CARB

Task 4 – RTP/SCS Scenario Development. Consultant will work with RTP/SCS project team in preparing, modeling, and analyzing scenarios for the RTP/SCS.

Task 4.1 - Forecast Scenarios: Consultant will coordinate with RTP/SCS project team to prepare model runs for four (4) forecast scenarios. Each scenario will be modeled in a forecast year to be determined by the RTP/SCS project team. Each forecast may include changes to the land use, transportation networks, and/or additional VMT/GHG reduction strategies. Consultant will review results of forecast with RTP/SCS project team and prepare a memorandum describing the results for each. Results will include a summary of metrics to be determined by the RTP/SCS project team.

Task 4.2 - Preferred Scenario: Upon selection of a preferred scenario, the consultant will prepare model runs for up to four interim analysis years (i.e., 2030, 2035, 2040, 2045), as determined by the RTP/SCS project team. Consultant will prepare a memorandum describing the results for the interim analysis years and present it to the RTP/SCS project team. Results will include a summary of metrics to be determined by the RTP/SCS project team.

Task Deliverables
• Memorandum describing the results of each forecast scenario • Summary of metrics for each forecast scenario • Memorandum describing the results of the interim analysis years of the preferred scenario • Summary of metrics for the preferred scenario by analysis year

Task 5 - Documentation. Consultant will document all updates, modifications, and additions to the TDM. Consultant will review draft reports with BCAG staff and incorporate any comments prior to finalizing.

Task 5.1 - Technical Methodology: Consultant will assist with development of the state required technical methodology for estimating greenhouse gas emissions from the SCS. Specifically, the consultant will document the quantification of strategies as it relates to passenger vehicle travel and the TDM.

Task 5.2 - Model Development Report: Consultant will prepare a model development report describing the model update and results of the modeling. It is anticipated that the document will be based on the memorandums prepared at various stages of the model's development.

Task 5.3 - Model Users Guide: Consultant will prepare a model user guide to assist those utilizing the model.

Task Deliverables
• Technical Methodology documenting the quantification of strategies as it related to passenger vehicle travel and the TDM • Draft Model Development Report • Final Model Development Report

- Draft Model User's Guide
- Final Model User's Guide

Task 6 – Outreach. As a member of the RTP/SCS project development team, the consultant will participate in the scheduled outreach for the SCS component of the RTP update. Specific details have not yet been determined, however, for the purpose of this proposal the consultant should estimate participation at four (4) public workshops (with up to two in person) and two (2) BCAG Board of Director's meetings (virtual). Participation would include preparation and presentation of travel modeling related information. The RTP/SCS project team will determine specifics regarding the outreach.

Task Deliverables

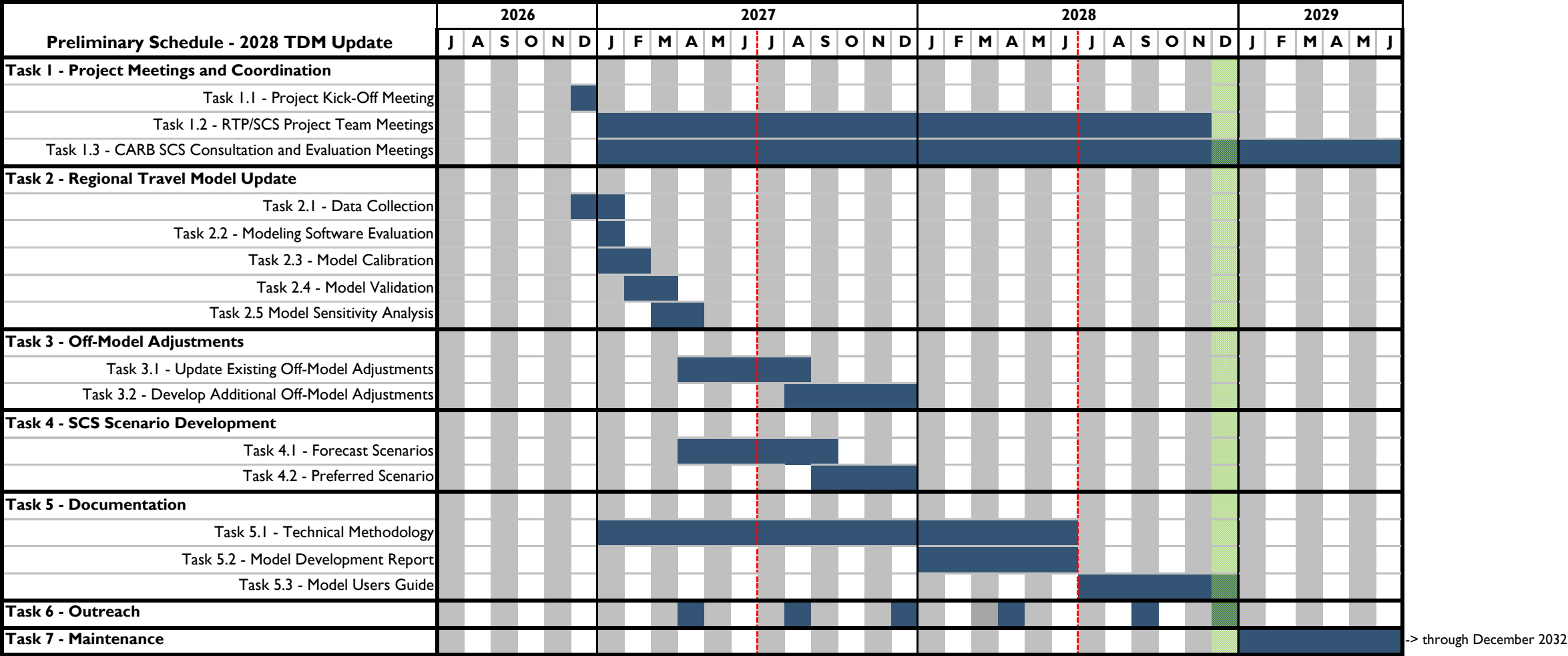
- | |
|---|
| <ul style="list-style-type: none"> • Public Workshops Presentation Materials • BCAG Board of Directors Meeting Presentation Materials |
|---|

Task 7 – Maintenance. Upon adoption of the 2028 RTP/SCS in December 2028, Consultant will maintain BCAG's 2028 RTP/SCS regional travel demand model and respond to modeling requests for the purpose of amending regional plans, assisting with regional greenhouse gas target setting, and responding to requests from local and state agencies. The travel demand model will be maintained within the available annual budget so that it remains operational to meet modeling requests. Modeling requests include the addition and/or subtraction of transportation projects and land uses to meet federal and state requirements related to regional transportation plans. In addition, regional greenhouse target setting requests may include changes to land use, transportation projects, and modeling assumptions. The model maintenance portion of the budget will be amended annually for the period December 2028 – December 2032. Please note, do not include a cost proposal for this task.

Task Deliverables

- | |
|--|
| <ul style="list-style-type: none"> • Responses to modeling requests |
|--|

Attachment B - Project Timeline



ATTACHMENT I – STANDARD INSURANCE REQUIREMENTS (PROFESSIONAL SERVICES) (REV 11-16)

Before the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that Consultant has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) “occurrence” form CG 0001 04 13).
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office’s Business Auto Coverage form number CA 0001 03 10 covering “any auto”.
- 3.) Workers’ Compensation Insurance as required by the Labor Code and Employers Liability Insurance.
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

B. MINIMUM LIMITS OF INSURANCE

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The Consultant or consultant’s insurance carrier shall notify BCAG/BRTC if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** Policy limits for work in connection with construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Consultant to fulfill the requirements of this contract, and coverage shall be provided for “Any Auto”, Code 1 as listed on the Acord form Certificate of Insurance.
- 3.) **Workers’ Compensation and Employers Liability:** Workers’ Compensation insurance up to policy limits and Employers Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES

Any deductibles must be declared on certificates of insurance and approved by BCAG/BRTC.

D. OTHER INSURANCE PROVISIONS

1. General liability insurance policies shall be endorsed to state:

- a.) BCAG/BRTC, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Consultant, including products and completed operations of the Consultant, premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to BCAG/BRTC, its officers, officials, employees or volunteers. Auto coverage as provided by unendorsed CA 0001 03 10.
- b.) Consultant's insurance coverage shall be primary insurance, except for auto, as respects BCAG/BRTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by BCAG/BRTC, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c.) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the consultant's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Consultant shall furnish BCAG/BRTC **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by BCAG/BRTC before work under the contract has begun. BCAG/BRTC reserves the right to require complete, certified copies of all insurance policies required by this contract.

G. SUBCONTRACTORS.

Consultant shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing BCAG/BRTC certificates of insurance and endorsements before beginning work under this contract.