

July 1, 2020

Request for Proposals

*for*

ENVIRONMENTAL IMPACT REPORT FOR THE  
2022 TULARE COUNTY REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY  
AND ADDITIONAL ON-CALL ENVIRONMENTAL SERVICES (as needed)

*from the*

Tulare County Association of Governments (TCAG)  
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## **I. Introduction to the Request for Proposals (RFP)**

The Tulare County Association of Governments (TCAG), as the Metropolitan Planning Organization and the Regional Transportation Planning Agency (RTPA) for Tulare County, is requesting proposals from qualified consultants for a) preparation of a Program-level Environmental Impact Report (PEIR) for the 2022 Tulare County Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) (referred to herein as “2022 RTP/SCS”), and the Alternative Planning Strategy (APS), if necessary; and b) additional on-call environmental services (as needed) in support of the 2022 RTP/SCS update process. Any firm responding to this solicitation is hereinafter referred to as a consultant. The objective of this RFP is to select a qualified consultant to enter into a contract to perform the work described below, with an option to extend the contract for up to three additional years for related on-call environmental services. A joint venture of firms or a single firm for all or part of the tasks described is acceptable to accomplish the anticipated Scope of Services outlined in Attachment A.

## **II. Scope of Services**

Attachment A identifies the “Scope of Services.”

## **III. Selection Timeline**

Wednesday, July 1, 2020	Distribution of Request for Proposals
Wednesday, July 15, 2020	Deadline for written inquiries/questions
Tuesday, August 4, 2020	Proposals Due to TCAG by 5:00 PM
Tuesday, August 18, 2020	Interviews (potential)
Monday, September 21, 2020	Consultant selection by TCAG Board (estimated)
Thursday, October 1, 2020	Finalize Contract (estimated)
Thursday, October 8, 2020	Work begins (estimated)

## **IV. Budget & Consultant Administration Responsibilities**

1. **Working meetings:** Schedule and coordinate all necessary working meetings with TCAG project manager and staff. See additional information related to work meetings in Attachment A, Scope of Services,
2. **Budget:** \$150,000 is budgeted over FY20/21 and FY 21/22. Retention will be held for the preparation of the PEIR. Any additional related services, unforeseen as of the release of this RFP and requested by TCAG, will be paid up to an additional amount of \$25,000 with written approval of TCAG and additional budget authority. Annual Contract extensions will be permitted on an as needed basis for up to three years.
3. **Invoices and progress reports:** Invoices shall be submitted at the end of each month for which there was project activity. All invoices shall include a description of work completed, including the percent completed for each task, and the hourly rate and

expenditures for each employee or subcontractor. Direct expenses shall include receipts or an acceptable form of backup.

## **V. Proposal Requirements**

1. **Firm experience and qualifications:** Prospective consultants shall provide a summary description of the firm's overall qualifications for this project and previous experience on similar or related engagements. Individual qualifications and examples of previous related experience/projects shall be included for the project manager and each of the key project staff proposed for the project. For each employee that works on this project (except support or clerical), the proposal must list the location of the office in which the employee typically works. Failure to provide the requested information may disqualify a proposal. (15 page maximum)
2. **Understanding of the Project:** Prospective consultants shall include a brief narrative introducing the consultant's understanding of the project requirements. The contents of this section are to be determined by the respondent, but should demonstrate a familiarity with CEQA and related laws, as well as an understanding of the unique characteristics and requirements of this project, as outlined in the Scope of Services [Attachment A of this RFP, with particular emphasis on the **topics, tasks, deliverables, and related schedules** described in Sections II (Scope of Work) and III (Tasks and Deliverables)]. Prospective consultants must identify and state in the proposal the types of information it will need from TCAG or others in order to complete the Scope of Services as outlined above. (15 pages maximum)
3. **Management:** Prospective consultants shall designate by name the project manager to be employed. The selected consultant shall not substitute the project manager without prior approval by the TCAG Executive Director.
4. **Project Personnel:** Prospective consultants shall describe the qualifications of all professional personnel assigned to this project, including a summary of similar work or studies each member has performed and a resume of each professional. Project personnel changes require that TCAG is notified and that the TCAG Executive Director provide approval. (10 page maximum)
5. **References:** Prospective consultants shall provide names, addresses and telephone numbers for **three** clients for whom the prospective consultant has performed technical and management assignments of similar complexity to that proposed in this request. A brief summary statement for each assignment shall be provided. (5 page maximum)
6. **Subcontracting:** If subcontractors are to be used, prospective consultants must submit a description of each person and/or firm and the work to be done by each subcontractor. The TCAG Executive Director must approve all subcontractors and no work may be subcontracted nor the subcontractor changed without the prior approval of the TCAG

Executive Director. Note that the proposal must state the nature and percentage of work to be completed by a subcontractor that is a certified Disadvantaged Business Enterprise (DBE) firm. See DBE discussion (Item 16).

7. **Methodology:** Prospective consultants shall describe the overall approach to the project, specific techniques that will be used, and the specific administrative and operational management expertise that will be employed. (5 page maximum)
8. **Conflict of Interest:** Prospective consultants shall disclose any financial, business or other relationship with TCAG, any of the eight incorporated cities in Tulare County, the County of Tulare, or any of their officers or officials that may have an impact on the outcome of the project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of the project.
9. **Project Costs:** Prospective consultants shall include a cost proposal section or exhibit demonstrating the total cost of the work solicited under this RFP. Cost proposals shall detail all direct and indirect costs to be incurred for the project, broken down by task, and shall include the hourly labor rates, administrative/overhead rates, and profit rates as shown below. No markup shall be allowed on "Other Direct Costs."

**Sample Cost Proposal**

<b>Labor (Direct and Indirect Costs):</b>				
Title	Hourly		Total Hourly	
	Labor Rate	Overhead	Rate	Profit
Project Manager				
Professional Staff				
Etc.				

<b>Other Direct Costs:</b>			
Description	Units	Unit Cost	Total
Printing Draft PEIR			
Mileage			
Etc.			

10. **Signature:** The proposal and accompanying certifications shall be signed by an official (or officials, as applicable) authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following information: type of business entity (i.e. corporation, California limited partnership, etc.) and whether the business entity is registered to do business in California; and name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company.

11. Insurance Requirements: TCAG will require the selected consultant to obtain and maintain, at consultant's sole cost and expense, insurance coverage as outlined in the attached Sample Consultant Services Contract (Attachment F) (the "Contract").

The selected consultant shall maintain said insurance policies in effect during the term of the Contract and shall cause all parties supplying services, labor, or materials to maintain insurance in amounts and coverage not less than those specified in the attached Sample Consultant Services Contract.

The selected consultant shall file certifications of this insurance, including all applicable endorsements, with TCAG prior to commencement of its performance under the Contract. Consultant must maintain said insurance coverage throughout the duration of the Contract.

12. Indemnity and Harmless Clause: TCAG will require the selected consultant to hold harmless, defend and indemnify TCAG, their officers, employees and agents from any liability, claims, actions, costs, damages or losses, for injury, including death to any person, or damage to any property arising out of the consultant's services, in accordance with the indemnity language included in the Contract (Attachment F).
13. Ineligible Bidders: Each consultant must certify that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions. Attachment B must be properly completed and submitted with the proposal.
14. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.
15. Equal Employment Opportunity: In connection with the performance of the Contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
16. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, which includes the subject Contract..

17. Disadvantaged Business Enterprise (DBE) Certification: If the prospective consultant is DBE certified, proof that the company has been certified shall be included in the proposal. Certification will be from an agency authorized to make such determinations; i.e., Small Business Administration, State of California, etc. Certification will be reviewed and may not be accepted in the event of irregularities. DBE certification will be favorably considered in the selection process. On May 18, 2009, The Tulare County Association of Governments adopted a DBE program goal of 13.5%, 6.75% of which is race-conscious, and 6.75% of which is race-neutral. The proposal MUST list the nature and percentage of work by the prospective consultant and any sub-consultants to be completed by a certified DBE company. If the percentage is less than 13.5%, an explanation must be provided.
18. Attachments: Attachments B through E (attached herein) are required in order to meet the requirements of the federal and state funding programs. Consultants must complete attachments B-E and include them at the end of the proposal.

Attachment A	Scope of Services
Attachment B	Debarment and Suspension Notification
Attachment C	DBE Participation
Attachment D	Workers' Compensation Insurance
Attachment E	General Liability Additional Insured Endorsement
Attachment F	Sample Consultant Services Contract

## **VI. Scoring Criteria, Submission and Selection**

1. Selection of Successful Consultant: Selection of the successful consultant will be based on information provided in response to the Request for Proposals, information provided by former clients of the consultant for whom work of a similar scope has been done, and consideration of any exceptions taken to the RFP or taken to the proposed Contract terms and conditions. Proposals submitted by each consultant will be evaluated separately based on how well each proposal meets the scoring criteria listed below.

Scoring Criteria	Points
<b>The Proposal</b>	
Comprehension of Project	10
Thoroughness of Proposal	20
Meeting the RFP Objectives	15
Project Delivery Time	5
<b>Consultant Qualifications</b>	
Qualifications and Experience	25
References	15
DBE Participation Level	5
<b>Cost</b>	
Reasonableness of Cost	5
Subtotal	100
Local Firm <sup>1</sup>	5
Total Possible Points (RFP)	105
<b>Total Possible Points (Interview)</b>	
100	
<sup>1</sup> Local firms are required to meet both of the following: - Have a local office in Tulare County; and - Perform at least 51% of the work to be conducted by employees in the local office	

2. **Contract Award:** The selected consultant will execute a Contract with TCAG after consultant selection approval. The official selection of the consultant, if any, is anticipated to be made by the TCAG Governing Board at its **Monday, September 21, 2020**, meeting. Consultants whose proposals were not selected will be so notified in writing after the Governing Board's action.
  
3. **Modification or Withdrawal of Proposals:** Any proposal received prior to the due date and time specified may be withdrawn or modified by written request of the consultant. However to be considered, the final modified proposal must be received by the date and time specified above. All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to consultants by the TCAG Executive Director are authorized and binding.
  
4. **Selection Process:** All proposals submitted in response to this request will be screened by a selection committee using the provided scoring criteria. Proposal opening does not constitute the awarding of a Contract. The Contract is not in force until it is awarded by the TCAG Governing Board and executed by TCAG.

- a. TCAG may, during the evaluation process, request from any prospective consultant additional information that TCAG deems necessary to determine the consultant's qualifications and ability to perform the required services. If such information is requested, the consultant shall be permitted three (3) working days to submit the information requested.
  - b. TCAG reserves the right to select the consultant(s) that in its sole judgment best meets the needs of TCAG for the project. The lowest proposed cost is not the sole criterion for recommending a contract award. TCAG reserves the right to reject any and all proposals and/or negotiate with another party or any other party directly.
  - c. TCAG reserves the right to conduct an interview of qualified consultants. Consultants who will be interviewed, will be notified in writing by **August 11, 2020** whether they will be interviewed on **August 18, 2020**. TCAG reserves the option to conduct the interview via Skype or other electronic medium, and to adjust the notice and interview dates, as it deems necessary.
5. Rejection of Proposals: Failure to meet the requirements of the Request for Proposals will be cause for rejection of the proposal. TCAG may reject any proposal if it is conditional, incomplete, contains irregularities, or has inordinately high or low costs. TCAG reserves the right to reject, in its sole discretion, any and all proposals with or without cause. TCAG may waive an immaterial deviation in a proposal when it determines that waiving a requirement is in the best interest of TCAG. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the consultant from full compliance with the Contract requirements, if the consultant is awarded the Contract.
  6. Public Record: All proposals submitted in response to this RFP shall become the exclusive property of TCAG. At such time as the selection committee recommends a proposal to the TCAG Board and such recommendation appears on the TCAG Governing Board's meeting agenda, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records. If there are any trade or proprietary secrets included by the consultant in its proposal, then the consultant shall so specify in its proposal and may provide a different copy of the proposal that would be acceptable to release to the public.
  7. Method of Payment: Payment to the selected consultant will be made upon successful completion of project tasks as invoiced by the consultant. Pre-award expenses shall not be allowed. Cash advances will not be available and costs may not be front-loaded.

## **VII. Other Conditions**

1. Reservation of Right to Withdraw RFP and/or Not Award Contract: TCAG reserves the right to amend or withdraw this RFP at any time without prior notice. Revisions to the RFP, if any, will be emailed to all consultants to whom the original RFP was distributed

and to those requesting the RFP, in addition to posting online with the notice of the RFP. Furthermore, TCAG makes no representations that any Contract will be awarded to any consultant responding to this RFP. TCAG expressly reserves the right to reject any and all proposals in response to this RFP without indicating any reasons for such rejection.

2. TCAG Property: All data, documents and other information provided to TCAG by the consultant shall become property of TCAG.
3. Pre-Contractual Expenses Not Allowed: TCAG shall not, in any event, be liable for any pre-contractual expenses incurred by any consultant. In addition, no consultant shall include any such expenses as part of the price proposed to develop and prepare the PEIR. Pre-contractual expenses are defined as expenses incurred by prospective consultants in:
  - a. Preparing a proposal in response to this RFP
  - b. Submitting a proposal to TCAG
  - c. Negotiating with TCAG on any matter related to this RFP, proposal and/or the Contract
  - d. Any other expenses incurred by the consultant prior to the date of an executed Contract.

### **VIII. Proposal Submittal**

Proposals must be received no later than **5:00 PM on Tuesday, August 4, 2020** to the address below. Four bound copies and one electronic copy of each proposal shall be submitted.

Tulare County Association of Governments (TCAG)  
Attn: Gabriel Gutierrez, Senior Regional Planner  
210 N. Church St. Suite B  
Visalia, CA 93291

### **IX. Questions**

Questions shall be directed to Gabriel Gutierrez at [ggutierrez@tularecog.org](mailto:ggutierrez@tularecog.org). All questions must be submitted in writing by **5:00 p.m. on Wednesday, July 15, 2020**. Please check [www.tularecog.org](http://www.tularecog.org) regularly for amendments or additional information on this RFP. Consultants that are considering responding to this RFP are forbidden from contacting member agencies of the Tulare County Association of Governments or members of the TCAG Governing Board to discuss their proposal. Failure to comply with this requirement may cause your proposal to be denied without review.

## ATTACHMENT A

### SCOPE OF SERVICES

PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE 2022 TULARE COUNTY REGIONAL TRANSPORTATION PLAN /SUSTAINABLE COMMUNITIES STRATEGY FOR THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS, AN ALTERNATIVE PLANNING STRATEGY, IF NECESSARY, AND PROVIDE ADDITIONAL ON CALL ENVIRONMENTAL SERVICES (as needed)

#### **I. BACKGROUND**

Tulare County is located in California's San Joaquin Valley. Tulare County is located between the Sierra Nevada Mountains on the east and Coastal Mountains on the west. The County is situated 180 miles north of Los Angeles and 200 miles south of San Francisco. State Highway 99, a major north-south corridor in the State, provides direct access to Los Angeles and Sacramento. State Highway 198 provides an east to west corridor between Sequoia and Kings Canyon National Parks and Interstate 5 in Fresno County. Figure 1 displays the Regional Road System in Tulare County.

The centralized location and affordable land cost allow Tulare County to attract industries that need efficient access to transportation facilities throughout the State. Tulare County's economic environment is moderately diversified, ranging from agricultural production to manufacturing durable goods. The Tulare County economic environment supports approximately 479,000 residents.

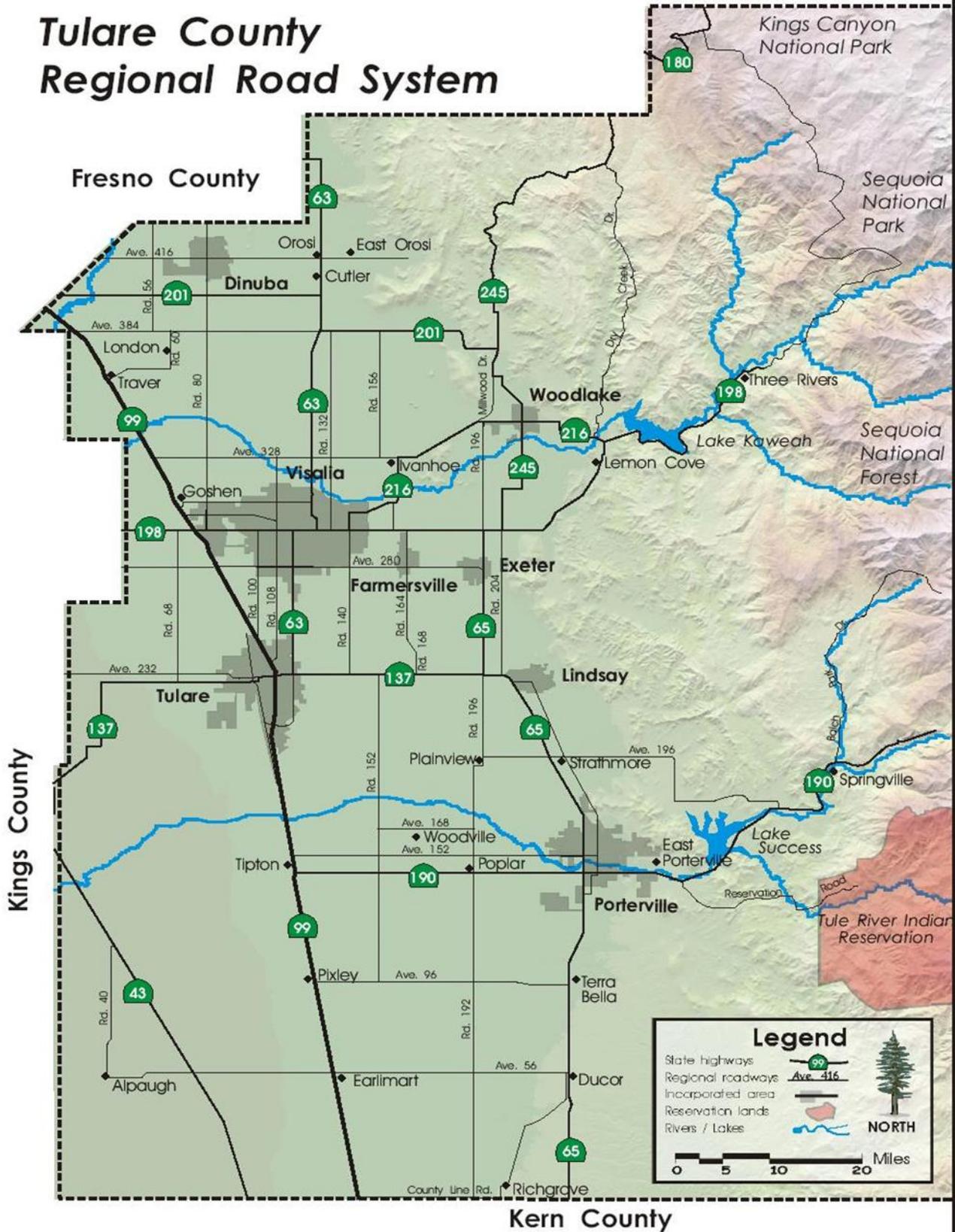
The Tulare County Association of Governments ("TCAG") is the Metropolitan Planning Organization and the Regional Transportation Planning Agency ("RTPA") for Tulare County. In 2018, TCAG adopted the current Regional Transportation Plan/Sustainable Communities Strategy (2018 RTP/SCS) and anticipates adopting its 2022 RTP/SCS update on or before June 2022. In accordance with SB 375, the California state law that came into effect on January 1, 2009, TCAG will also prepare a Sustainable Communities Strategy ("SCS") as a component of the 2022 RTP. SB 375 prompts California regions to work together to reduce greenhouse gas ("GHG") emissions from cars and light trucks by requiring the integration of planning processes for transportation, land-use and housing. The first SCS for the Tulare County region was prepared as part of the 2014 RTP.

The primary objectives of the 2022 RTP/SCS are as follows:

1. Provide the foundation for transportation decisions by local, regional and State officials;
2. Identify and document the region's mobility needs and issues;
3. Attempt to resolve regional mobility issues and provide policy direction for local plans;
4. Document the region's goals, policies and objectives for meeting current and future transportation mobility needs and for implementing the transportation measures relative to applicable air quality requirements;
5. Set forth an action plan to address transportation issues and needs consistent with regional, state, and federal policies;
6. Identify an action program and schedule to achieve the performance standards and emissions reductions required of transportation sources under the state and federal Clean Air Acts;

Figure 1

# Tulare County Regional Road System



7. Identify transportation improvements in sufficient detail to aid in the development of the Regional Transportation Improvement Program (“RTIP”) and State Transportation Improvement Program (“STIP”), to be useful in making decisions related to development and growth of the region, and to permit an estimate of emissions impacts for demonstrating conformity with the State Implementation Plan (“SIP”) for achieving air quality standards;
8. Identify those agencies responsible for implementing the action plans;
9. Document the financial resources needed to implement the region’s transportation plan and meet required emissions reductions and performance standards; and
10. Identify all modes of transportation e.g. road, rail, transit, pedestrian, cycles, etc.

The 2022 RTP/SCS PEIR must identify and analyze the related cumulative impacts of proposed transportation programs and suggest possible methods to mitigate those impacts such that the goals and policies of the 2022 RTP/SCS are implemented.

## **II. SCOPE OF WORK**

This Scope of Work outlines TCAG’s requirements for a qualified consultant to prepare a Program-level Environmental Impact Report (“PEIR”) for the 2022 Tulare County Regional Transportation Plan/ Sustainable Communities Strategy (referred to herein as “2022 RTP/SCS”) and the Alternative Planning Strategy (“APS”), if necessary; and additional environmental services on an on-call basis before and after the Final PEIR and 2022 RTP/SCS has been adopted. The selected consultant (also referred to as the “Contractor”) must produce a legally defensible, useful, objective, and comprehensive work product, and adhere to all applicable requirements of CEQA and the CEQA Guidelines. The Contractor will also provide professional advice on items which must or should be included in the PEIR that are not specifically called out in this RFP.

The 2022 RTP/SCS PEIR shall be a first-tier, programmatic document that provides a region-wide assessment of the potential significant environmental effects of implementing the projects, programs, and policies included in the proposed 2022 RTP/SCS. Where applicable, the 2022 RTP/SCS PEIR may incorporate information from the 2018 RTP/SCS PEIR and other adopted TCAG planning documents. Additionally, the PEIR shall effectively evaluate regional-scale impacts and propose effective and feasible mitigation measures so that the document may be used as a first-tier document to facilitate SB 375 specific CEQA streamlining as well. SB 375 (Steinberg 2008) requires that greenhouse gas (GHG) emissions from cars and light trucks be reduced by encouraging an integrated approach to transportation and land-use planning.

If needed, TCAG may also request additional services that fall within the scope of the Contract before or after the certification of the PEIR and adoption of the 2022 RTP/SCS. Additional services beyond preparation of the PEIR may be requested and implemented by agreement of the TCAG Executive Director and the Contractor. Any additional services requested by TCAG that exceed the allocated budget will be paid up to an additional amount of \$25,000 with written approval of TCAG. Additional tasks and deliverables may include; review or preparation of additional supporting documents for the 2022 RTP/SCS; recommendations in response to comments made after the adoption of the 2022 RTP/SCS PEIR; review of other MPO’s documents and RTP’s including EIR’s, SCS, and APS; public outreach and other tasks as assigned related to the 2022 RTP/SCS; and assist TCAG staff with the

preparation of an Alternative Planning Strategy if the greenhouse gas reduction targets established by the California Air Resources Board cannot be feasibly met.

In preparing the PEIR, Contractor is expected to take into consideration the regional projects identified in the Draft 2022 RTP/SCS. Because the 2022 RTP/SCS is being developed alongside the PEIR, Contractor will be expected to work in coordination with TCAG staff and the TCAG member agencies to determine or identify additional projects to be included in the 2022 RTP/SCS and analyzed in the PEIR.

#### **A. OVERALL PEIR METHODOLOGY**

The proposal shall include an initial proposal of the methodology intended to be used for tiering and other subsequent applications of the 2022 RTP/SCS PEIR. CEQA documents prepared under this Contract shall be designed as a “first-tier” document (as defined in the CEQA Guidelines 15152) that can be used by others for subsequent environmental analysis. The proposal shall discuss the methodology that will allow the PEIR to be used as a first-tier document to facilitate SB 375-specific CEQA streamlining as well as methodology to facilitate other tiering that may be reasonable.

The impact analysis must substantively evaluate growth-inducing, indirect/secondary, and cumulative impacts, specifically estimating and comparing the expected long-term development patterns supported by the alternatives. The alternatives analysis must evaluate the environmental effects of each alternative on each impact category. The cumulative impacts analysis must evaluate impacts of the proposed 2022 RTP/SCS, in combination with the impacts of other reasonably foreseeable projects and plans. Furthermore, these impacts must be evaluated by comparing the expected future impacts of the 2022 RTP/SCS to both the existing conditions as well as the expected No Project Alternative conditions in 2045, with a 2035 interim year.

The proposal shall provide a detailed cost estimate and discuss the methodology recommended for the PEIR. The discussion must cover the following topics:

- a. Developing the environmental setting/existing conditions for each environmental impact category.
- b. Methodologies for evaluating each environmental impact area.
- c. Identifying required and recommended impacts and impact categories needed for the analysis.
- d. Developing significance thresholds criteria.
- e. Developing PEIR Alternatives.
- f. Developing and finalizing a PEIR Alternatives-analysis methodology, including final refinement of the Alternatives to be used in the PEIR.
- g. Developing a cumulative impacts analysis. Explicitly evaluate the impacts of the proposed 2022 RTP/SCS in combination with other foreseeable projects and plans anticipated to cause related impacts. To the extent feasible, the 2022 RTP/SCS PEIR will need to evaluate the expected impact of the Plan in 2045, in combination with non-transportation plans and projects.
- h. Analyzing growth-inducing impacts. Evaluate the growth-inducing impacts of the 2022 RTP/SCS and the alternatives, specifically estimating and comparing the expected long-term development patterns supported by alternative policies and transportation investments.
- i. Recommend PEIR format and organization.
- j. Identify any additional technical studies/evaluations determined to be necessary by TCAG to augment the program-level analysis. The proposal shall include a discussion of cost, schedule

details, and staffing availability for additional technical studies. Topics for additional technical analyses could include:

- i. Air quality
  - ii. Biological resources and endangered species
  - iii. Community Impacts
  - iv. Health
  - v. Land Use
  - vi. Ag and open space resources
  - vii. Water quality
  - viii. Air Quality Conformity
  - ix. Visual Aesthetic
  - x. Transportation
  - xi. Disadvantaged Communities/Environmental Justice
  - xii. Title VI of the Civil Rights Act of 1964
  - xiii. Geology, Soils, & Minerals Resources
  - xiv. Greenhouse Gas Emissions Analysis
  - xv. Hazards
- k. Explore and recommend a method to better facilitate tiering from the PEIR; tiering options are not limited to SB 375 CEQA streamlining. This requires evaluating the TCAG model, analysis methodology used, and model outputs (at all geographic levels) to determine what additional information can be made available through the PEIR to facilitate tiering.

Proposals must adequately identify all the assumptions being made by the Contractor, such as the work and data expected to be delivered by TCAG, in response to this RFP. Proposals shall outline the analysis and data that each Contractor expects to be reasonably available from TCAG staff and/or TCAG member agencies and list the data needs anticipated for each environmental impact area.

## **B. SUSTAINABLE COMMUNITIES STRATEGY (SCS) & ALTERNATIVE PLANNING STRATEGY (APS)**

The proposal shall include a discussion on proposed methodology for analyzing the SCS portion of the 2022 RTP/SCS, and as necessary the APS, as well as the reasons that the proposed methodology will contribute to a legally defensible PEIR. The level of analysis shall maintain the programmatic nature of the PEIR while being detailed enough to facilitate SB 375 CEQA streamlining. Prospective Contractors should note that while the 2022 RTP/SCS requires a minimum long range planning horizon of at least 20 years, the SCS or APS must demonstrate the ability to achieve sustained greenhouse gas emission reductions through the planning period. Contractors shall indicate in their proposals how they will address the requirements of California Government Code Section 65080, as amended by SB 375, which outlines the eight elements composing a Sustainable Communities Strategy and describes the contents of an Alternative Planning Strategy.

## **C. ALTERNATIVES ANALYSIS METHODOLOGY**

Proposals shall include an explicit recommendation of a methodology for analyzing preliminary 2022 RTP/SCS PEIR alternatives (Alternatives) from a program-level perspective, consistent with the pertinent requirements of the CEQA Guidelines. The proposal shall also identify the general cost for

each Alternatives analysis and ensure the Alternatives proposed will achieve a reasonable range of alternatives, per the CEQA Guidelines. For purposes of this RFP, Contractors should assume that most site-specific analysis will be deferred to subsequent CEQA analyses.

The recommended Alternatives analysis methodology must comply with applicable CEQA requirements and result in the evaluation and comparison of a reasonable range of legally defensible Alternatives. The Alternatives analysis must include an explicit quantitative and qualitative comparison among the Alternatives, and a summary of this comparison must be presented in a concise matrix that illustrates the relative environmental impacts of each alternative for each impact category, including ordinal rankings. Furthermore, the analysis must evaluate the growth-inducing impacts of the 2022 RTP/SCS and the 2022 RTP/SCS Alternatives, specifically estimating and comparing the expected long-term development patterns supported by alternative regional transportation investments and comprehensive strategies.

The planning horizon for the 2022 RTP/SCS PEIR will extend out to 2045, and environmental analysis of interim years may be required, subject to TCAG direction. Each resource category will include a direct comparison between the expected future conditions with the proposed 2022 RTP/SCS and the expected future conditions if no 2022 RTP/SCS were adopted.

### **Growth Pattern Scenarios**

It is anticipated that each 2022 RTP/SCS Alternative will assume a single, unique growth pattern that is reasonably expected to result from implementation of the policies, actions and projects in each cohesive Alternative. The total growth forecast for the region, however, will be similar for each alternative.

### **Potential Alternatives**

The PEIR will evaluate the proposed 2022 RTP/SCS and approximately three Alternatives, plus a No Project Alternative. Each Alternative will likely maintain a constant population total in year 2045. The year 2045 growth projection for each Alternative differs from one another in two ways: (1) numbers of households and jobs; and/or (2) distribution of people, households and jobs. The Alternatives differ in terms of numbers of households and jobs and distribution because different investments in the Alternatives would be expected to stimulate different levels of job creation and household development.

## **D. AIR QUALITY AND TRAFFIC-CIRCULATION MODEL STUDIES**

Under the Contract, the Contractor's team will be required to review applicable modeling work performed by TCAG staff, evaluate its applicability to the PEIR requirements, and incorporate the modeling analysis into the context of the 2022 RTP/SCS PEIR. Contractors must identify in their proposal the regional air quality and traffic-circulation modeling analyses that need to be performed by TCAG in order to complete the PEIR analysis. Contractor will be expected to recommend and conduct other technical air quality evaluations as appropriate, and as agreed upon by TCAG.

## **E. GOODS MOVEMENT AND TRANSPORTATION STUDIES**

Contractor will be required to analyze the potential environmental effects of the proposed 2022 RTP/SCS Alternatives based on potential goods movement scenarios provided by TCAG. Contractor will be required to work with TCAG staff to incorporate relevant information from the Environmental Mitigation Plan for the Goods Movement System and other transportation studies currently underway.

**F. GENERAL PROPOSAL REQUIREMENTS**

Each proposal shall include a **detailed** draft project timeline that demonstrates the Contractor’s ability to meet the major milestones and deliverables as specified in the Table 2 (below), and in the Tasks and Deliverables section of this Scope of Services. The proposed schedule must show the ability to meet project milestones necessary to achieving a legally defensible final product, while also allowing sufficient time for internal staff document review, TCAG board approvals, discussions with legal and RTP staff, coordination with RTP staff, and other factors, such as the holiday season that will affect the timing of meetings and deliverables. The proposal shall include a discussion of how the Contractor will adequately handle the proposed tasks to ensure adherence to project budget and project schedule and how the firm would correct any timeline and budget deficiencies in the event that these occur. If subcontractors are used, the proposal shall describe the methods that will be used to assure their cooperation and performance.

<b>Table 2</b>	
<b>Provisional Schedule of PEIR Tasks (major milestones)(Subject to change)</b>	
Wednesday, July 1, 2020	Distribution of Request for Proposals
Tuesday, August 4, 2020	Proposals Due to TCAG staff by 5 p.m.
Monday, September 21, 2020	Contractor selection by TCAG Board (estimated)
Thursday, October 1, 2020	Finalize Contract (estimated)
Thursday, October 8, 2020	Work begins and contractor in coordination with TCAG staff and legal counsel begin to prepare Notice of Preparation (NOP)
On or before January 15, 2021	Contractor files Notice of Preparation
December 2020 – May 2021	Coordinate with TCAG Staff to attend up to 8 public workshops that will be held at various locations throughout the County. Public Notice published 30 days in advance for each workshop
October 15, 2021	Contractor delivers Administrative Draft PEIR ( <i>We estimate one and a half to two months will be needed for internal TCAG review</i> )
December 8, 2021	Contractor receives comments on Administrative Draft PEIR from TCAG and begins preparation of the Draft PEIR for public review period ( <i>number of copies to be determined</i> )
February 3, 2022	Contractor submits Draft PEIR and Notice of Completion to State Clearinghouse beginning 45-day review period. ( <i>Public Notice for review period and Public Hearing is published</i> )
March 21, 2022	End 45-day review period

March 22, 2022 to May 20, 2022	Contractor in coordination with TCAG staff and legal counsel prepares responses to comments received on the Draft PEIR and prepares Final PEIR for public release.
May 25, 2022	Final PEIR approved for release by TCAG staff. Contractor to prepare copies of Final EIR ( <i>number of copies to be determined</i> )
June 1, 2022	Public Notice for Adoption of PEIR published in local newspaper(s)
June 2022	TCAG Technical Advisory Committee (TAC) meeting
June 2022	Public Hearing, Adopt Final PEIR and 2022 RTP by TCAG Board
June 2022	Notice of Determination filed and posted
TBD	Additional Assistance as Needed

In addition to working with TCAG EIR staff, Contractor will be required to work closely with other TCAG staff members throughout the agency who are responsible for preparing the 2022 RTP/SCS, including transportation, modeling, data and GIS, and comprehensive planning staff. It is expected that the 2022 RTP/SCS and PEIR will be developed in tandem and therefore, will require appropriate timing, flexibility, and excellent project management skills on the part of the Contractor team. The proposal shall address the organizational capacity of the Contractor and provide assurance that the Contractor has the professional capability to complete all tasks as described in this RFP. The proposal shall include a discussion of the Contractor’s qualifications in relationship to the required services and provide a summary of completed past projects similar in scope to this RFP. This will include a discussion of the Contractor’s Quality Assurance (QA)/ Quality Control (QC) approach, internal time management and budget controls, and the project contribution and availability of key personnel for this project.

Proposals must include a discussion of the requirements that are outlined in Section II (Scope of Work) and Section III (Tasks and Deliverables) of this Attachment A. Proposals shall also include a discussion of the number of meetings (in-person and via teleconference) the Contractor estimates will be necessary to achieve a legally, defensible PEIR. Proposals shall demonstrate each Contractor’s understanding of the laws and regulations related to CEQA, AB 32, SB 375, SB 743; ability to stay current on the legal environment of CEQA practices; and capacity to produce a legally defensible environmental document for the 2022 RTP/SCS.

**G. MEETINGS AND CONSULTATION**

Proposals must include a detailed breakdown of meeting and consultation costs. The Contractor is required to be available for in-person meetings at the TCAG offices once a month and for monthly teleconferences, if needed. The Contractor must also be responsive to TCAG staff needs and be available to TCAG staff for brief telephone consultations on an as-needed basis.

The proposal shall also include costs associated with holding at least one scoping meeting and one public hearing for the PEIR as well as the following meetings and hearings, and additional outreach activities that may be requested by TCAG staff.

1. Meetings and Hearings are to be scheduled in coordination with TCAG staff in the development of the 2022 RTP/SCS.
2. Contractor to attend up to 8 public workshops that will be held at various locations throughout the County.
3. Contractor will prepare PowerPoint presentations, display maps and provide easels for public display at public workshops and coordinate meetings with appropriate agencies and TCAG Staff. (TCAG has available maps and plotter available to Contractor for use for this outreach task.)

### **III. TASKS AND DELIVERABLES**

Proposals shall describe how the Contractor will accomplish the tasks and deliverables contained in this section as well as identify other necessary tasks and how they would be accomplished.

Contractor will be responsible for completing all requirements of each task and will be expected to provide administrative drafts of the Draft 2022 RTP/SCS PEIR (Draft PEIR) and Final 2022 RTP/SCS PEIR (Final PEIR) with sufficient time for internal circulation, review, comment and revision by TCAG staff and legal counsel.

The Draft PEIR must be in its final form and available for release by the TCAG board on **February 3, 2022**. The Final PEIR must be in its final form and available for adoption and certification by the TCAG board by the **June 2022** TCAG Board meeting. For more details, refer to Table 2 - Provisional Schedule of PEIR Tasks.

#### **Phase 1. Project Evaluation, Refinement and Implementation**

Contractor shall, in consultation with TCAG staff, devise the general methodologies for PEIR implementation, develop and refine proposed alternatives, and identify any additional technical analysis necessary in order to complete the PEIR. Specifically, Contractor shall complete the following tasks for Phase 1, in coordination with, and under the direction of, TCAG staff and subject to TCAG approval:

##### **1. TASKS**

- 1.1. Prepare a comprehensive meeting and deliverable schedule. The schedules shall factor in internal staff document review time, TCAG board approvals, discussions with legal staff, and other factors, such as the holiday season that will affect the timing of meetings and deliverables. Contractor must accomplish project milestones and deliverables on schedule and within budget.
- 1.2. Prepare and complete Project Objectives, Project Description and a "Statement of Purpose and Need." Although the 2022 RTP/SCS is not subject to the National Environmental Policy Act (NEPA), a Statement of Purpose and Need will be included in the appendices of the PEIR to allow subsequent projects that are subject to NEPA to tier their NEPA documents to the PEIR. Thus, the Statement of Purpose and Need will comply with the applicable requirements of NEPA.
- 1.3. Carry out scoping for the PEIR, including:
  - a. Develop and update TCAG's list of stakeholders.

- b. In coordination with TCAG staff and legal counsel, prepare and issue the Notice of Preparation (NOP).
  - c. Compile and respond to NOP comments.
  - d. Conduct scoping meetings.
  - e. Advise on other early consultation efforts that should be undertaken, per CEQA requirements.
- 1.4. Document how the SCS, APS, and CEQA streamlining provisions will be included and considered in all aspects of PEIR development.
- 1.5. Develop and finalize an overall PEIR methodology (PEIR rough draft), in coordination with TCAG project team and subject to TCAG direction and approval, including the following topics:
- a. Recommend PEIR format and organization.
  - b. Develop the environmental setting for the project. Complete and finalize the existing conditions, as appropriate, for each environmental impact category.
  - c. Identify required and recommended impacts and impact categories needed for the analysis. Complete a preliminary environmental impact analysis for each resource area.
  - d. Recommend significance thresholds criteria.
  - e. Develop PEIR Alternatives.
  - f. Develop and finalize PEIR Alternatives-analysis methodology, including final refinement of the Alternatives to be used in the PEIR.
  - g. Analyze cumulative impacts. Explicitly evaluate the impacts of the proposed 2022 RTP/SCS in combination with other foreseeable projects and plans anticipated to cause related impacts. To the extent feasible, the 2022 RTP/SCS PEIR will need to evaluate the expected impact of the Plan as a whole in the plan horizon year and interim years to be determined, in combination with non-transportation plans and projects.
  - h. Analyze growth-inducing impacts. Evaluate the growth-inducing impacts of the 2022 RTP/SCS and the Alternatives, specifically estimating and comparing the expected long-term development patterns supported by alternative policies and transportation investments.
  - i. Provide recommendations for incorporating public health, Environmental Justice, and Climate Change Adaptation discussions.
  - j. Explore and provide recommendations on methods to better facilitate tiering from the PEIR; tiering options are not limited to SB 375 CEQA streamlining. This requires evaluating the TCAG model, analysis methodology used, and model outputs (at all geographic levels) to determine what additional information can be made available through the PEIR to facilitate tiering.
- 1.6. Assess data needs for PEIR. Confer with TCAG staff to identify existing data available for use in PEIR and additional data needed to complete thorough PEIR analysis. (TCAG has available Tulare County planning and environmental documents that will be made available to the Contractor) TCAG staff will perform traffic and air quality modeling, with assistance from other consultants.
- a. Identify data needs and develop schedule for data acquisition
  - b. Obtain missing data identified in data needs assessment.

- 1.7. Identify any additional technical studies/evaluations determined to be necessary by TCAG to augment the program-level analysis, including, but not limited to the following topics:
  - a. Air quality
  - b. Agriculture and open space resources
  - c. Biological resources and endangered species
  - d. Community Impacts
  - e. Cultural and historic resources
  - f. Health
  - g. Green House Gas Emissions Analysis
  - h. Land Use
  - i. Transportation
  - j. Water quality
  - k. Disadvantaged Communities/Environmental Justice
  - l. Title VI, Civil Rights Act of 1964
- 1.8. Initiate required and recommended technical studies, subject to TCAG's direction and approval.
- 1.9. Initiate alternatives development and impact assessment for the 2022 RTP/SCS and alternatives for all identified impact categories, subject to TCAG's direction and approval.
- 1.10. Meet with TCAG staff on a regular basis to identify any specific issues, concerns, and directions regarding implementation of the PEIR. Attend outreach meetings that relate to PEIR CEQA requirements.

## 2. DELIVERABLES

- 1.1. Finalize formal PEIR schedule of deliverables and provide outline of overall PEIR approach, including specific issues and concerns; subject to TCAG's approval by **November 4, 2020**.
- 1.2. Scoping process for PEIR:
  - a. Develop and update TCAG list of stakeholders.
  - b. Prepare and issue the Notice of Preparation (NOP) by **January 15, 2021**.
  - c. Compile and respond to NOP comments.
  - d. Conduct scoping meetings.
  - e. Advise on and conduct other early consultation efforts, per CEQA requirements.
- 1.3. Report/outline detailing recommended overall PEIR methodology by **November 4, 2020**; including but not limited to, the following topics:
  - a. PEIR format and organization
  - b. Project objectives, project description, statement of purpose and need
  - c. Environmental setting /existing conditions and environmental impacts analysis
  - d. Significance thresholds
  - e. Mitigation measures
  - f. Project Alternatives and methodology for Alternatives analysis.
  - g. Cumulative impacts and growth inducing impacts analysis.

- h. Accommodating the SCS, APS, and CEQA streamlining provisions of SB 375 in the PEIR.
- i. Analysis methodology to facilitate CEQA streamlining provisions in SB 375.
- j. Addressing additional issues and concerns of TCAG staff and legal counsel with regard to creating a legally defensible PEIR.
- k. Recommendations for incorporating additional topics such as public health, Environmental Justice, Climate Change Adaptation.
- l. Recommendations for additional tiering options, not limited to CEQA streamlining.
- m. Recommendations for additional technical studies and report on progress of technical studies that have been initiated.

1.4. Final data needs assessment and schedule of data acquisition, including list of data sources.

1.5. Rough draft for Draft PEIR in final document format by **TBD**. The rough draft will include but is not limited to the following information:

- a. Project objectives, project description, statement of purpose and need, and project Alternatives
- b. Preliminary environmental settings/existing conditions and environmental impacts analysis of the 2022 RTP/SCS PEIR Alternatives
- c. Significance thresholds
- d. Draft mitigation measures
- e. Cumulative impacts and growth inducing impacts.

1.6. Available for meetings and consultation with TCAG staff, on an as-needed basis.

- a. In-person meetings at TCAG offices – once a month
- b. Monthly teleconference meetings
- c. Availability of key staff for brief telephone discussions on an as-needed basis.

1.7. Monthly, written progress reports to TCAG staff (1-2 pages); subject to TCAG’s approval.

## **PHASE 2. Preparation of the Draft PEIR**

This task consists of the development and implementation of the technical analyses supporting the development of the PEIR and preparation of the Draft PEIR. An administrative Draft PEIR must be prepared for internal TCAG staff review by **October 15, 2021**. The administrative Draft PEIR must be revised to fully satisfy and respond to TCAG staff’s comments. Once TCAG is satisfied that all relevant comments have been appropriately addressed by Contractor, then the Draft PEIR will be reproduced for public distribution. The Draft PEIR must be in its final form and ready for release by the TCAG board by **February 3, 2022**. Specifically, Contractor shall complete the following tasks for Phase 2, in coordination with, and under the direction of, TCAG staff and subject to TCAG approval:

### **1. TASKS**

2.1. Complete necessary technical studies that are not performed by TCAG staff.

- 2.2. Complete all analyses for Draft PEIR; including but not limited to, the following:
  - a. Complete adequate evaluation and comparison of alternative plans.
  - b. Complete impact assessment of the 2022 RTP/SCS and the alternatives for all identified impact categories.
  - c. Complete cumulative impact and growth-inducing impact evaluations.
  - d. Complete and finalize list of mitigation measures.
  - e. Complete draft GIS maps.
  - f. Complete all necessary appendices work.
  
- 2.3. Complete an administrative Draft PEIR for internal TCAG staff review. The document shall be legally defensible. Tables and graphs shall be used to explicitly illustrate findings. All text must be written in clear and concise writing style that is easily understood by decision-makers and the general public.
  
- 2.4. Revise and finalize Draft PEIR. The final Draft PEIR must incorporate and fully respond to all TCAG staff comments and concerns.
  
- 2.5. Initiate release of Draft PEIR to stakeholders for a 45-day public review period. Contractor is responsible for filing the PEIR with State and County agencies.
  - a. Update existing stakeholder list.
  - b. Print, duplicate, and mail Draft PEIR to appropriate stakeholders for public comment and review. Provide estimates for 10, 20 hard copies and 50, 100, 200 CDs.
  
- 2.6. Meet with TCAG staff on a regular basis to identify any specific issues, concerns, and directions regarding implementation of the PEIR. Attend outreach meetings that relate to PEIR CEQA requirements.

## 2. DELIVERABLES

The Draft PEIR must be in its final form and available for release by the TCAG board by **February 3, 2022**. For more details, refer to the Table 2. Provisional Schedule of PEIR Tasks.

- 2.1. Completion of all technical studies and PEIR analyses by date agreed upon between TCAG and Contractor.
  
- 2.2. Administrative Draft PEIR for internal review by **October 15, 2021** (3 hard copies and 3 CDs).
  
- 2.3. Revise Administrative Draft PEIR to final form and provide copies of final Draft PEIR to TCAG Staff.
  - a. Draft PEIR and technical appendices in Microsoft Word and in PDF format (5 CDs and 5 hard copies).
  - b. Unbound original Draft PEIR (1 copy).
  
- 2.4. Release of Draft PEIR by **February 3, 2022**

- a. Update existing PEIR stakeholder list.
- b. Print, duplicate, and mail draft PEIR to appropriate stakeholders for public comment and review. Provide estimates for 10, 20 hard copies and 5, 10, 20 CDs.
- c. Conduct public workshops.
- d. File Notice of Completion with State Clearinghouse

2.5. Available for meetings and consultation with TCAG staff, on an as-needed basis.

- a. In-person meetings at TCAG offices – once a month
- b. Weekly teleconference meetings
- c. Availability of key staff for brief telephone discussions on an as-needed basis.

2.6. Monthly, written progress reports to TCAG staff (1-2 pages); subject to TCAG’s approval.

### **PHASE 3. Preparation of the Final PEIR**

After the 45 day public review period for the Draft PEIR has closed, Contractor shall prioritize and assess all relevant comments and jointly prepare written responses to the comments for inclusion in the Final PEIR, subject to TCAG’s approval. This will include all comments received through public review of the Draft PEIR, including any written and oral testimony given at public hearings. The Final PEIR for the 2022 RTP must be in its final form and ready for adoption by the TCAG board by **June 2022**.

Contractor shall revise the Draft PEIR to make it consistent within any appropriate modifications suggested in the Response to Comments in Phase 3 and any necessary refinements in the project description. In addition, preparation of the Final PEIR shall include a Mitigation Monitoring and Reporting Program that contains a separate listing of all mitigation measures in the PEIR, along with explicit funding, enforcement, performance standards, and monitoring responsibilities and clear monitoring schedules.

Specifically, Contractor shall complete the following tasks for Phase 3, in coordination with, and under the direction of, TCAG staff and subject to TCAG approval:

### **3. TASKS**

3.1. Prepare responses to all comments received on the Draft PEIR.

3.2. Complete an administrative draft Final PEIR; including but not limited to the following:

- a. Incorporating revisions, corrections, and additions since the release of the Draft PEIR.
- b. Incorporating responses to comments on the Draft PEIR.
- c. Preparing a draft Mitigation Monitoring and Reporting Program.

3.3. Complete Final PEIR and Final Mitigation Monitoring and Reporting Program, incorporating all TCAG and legal counsel comments and revisions.

3.4. Release Final PEIR and Mitigation Monitoring and Reporting Program to stakeholders.

- a. Print and Distribute Final PEIR and Mitigation Monitoring and Reporting

- Program, including Responses to Comments.
- b. Mail responses to comments to stakeholders.
- c. Provide Draft Findings of Fact and Statement of Overriding Considerations.
- d. Complete Final Findings of Fact and Statement of Overriding Considerations, incorporating all TCAG and legal counsel comments, concerns, and revisions.

3.5. Communicate with TCAG staff on a regular basis to identify any specific issues, concerns, and directions regarding implementation of the PEIR. Attend outreach meetings that relate to PEIR CEQA requirements.

### 3. DELIVERABLES

The Final PEIR must be in its final form and ready for adoption and certification by the TCAG board by the **June 2022** TCAG Board meeting. For more details, refer to the Table 2. Provisional Schedule of PEIR Tasks.

- 3.1. Prepare and finalize responses to all comments received on the Draft PEIR.
- 3.2. Rough draft of Final PEIR and Mitigation Monitoring and Reporting Program for TCAG staff by **TBD**. Administrative draft Final PEIR and Mitigation Monitoring and Reporting Program for internal review by **TBD** (3 hard copies and 3 CDs).
- 3.3. Revise Administrative Final PEIR and Mitigation Monitoring and Reporting Program to final form and provide copies of Final PEIR and Final Mitigation Monitoring and Reporting Program
  - a. Final PEIR and Final Mitigation Monitoring and Reporting Program in Microsoft Word and in PDF format (5 CDs).
  - b. Unbound, original Final PEIR (1 copy).
- 3.4. Release of Final PEIR and Mitigation Monitoring and Reporting Program by **TBD**.
  - a. Update existing PEIR stakeholder list.
  - b. Print, duplicate, and mail Final PEIR to appropriate stakeholders. Provide estimates for 10, 20 hard copies and 50, 100, 150 CDs.
  - c. Complete Final Findings of Fact, Statement of Overriding Considerations, and Notice of Determination.
- 3.5. Available for meetings and consultation with TCAG staff, on an as-needed basis.
  - a. In-person meetings at TCAG offices on an as-needed basis.
  - b. Monthly teleconference meetings
  - c. Availability of key staff for brief telephone discussions on an as-needed basis.
- 3.6. Monthly, written progress reports to TCAG staff (1-2 pages); subject to TCAG's approval.

**PHASE 4- Additional On-call Environmental Services after certification of the PEIR and adoption of the 2022 RTP/SCS (as needed)**

Additional environmental services may be requested after the project, the certification of PEIR, and adoption of the 2022 RTP/SCS. Additional services may be needed during the timeline in which the PEIR is being developed. Task orders will be developed and negotiated for specific projects. The scope of individual assignments may include, but not be limited to, review or preparation of additional supporting documents for the 2022 RTP, recommendations in response to comments made after the adoption of the 2022 RTP/SCS PEIR, review of other MPO's documents and RTP's including EIR's, SCS, and APS, public outreach and other tasks as assigned related to the 2022 RTP/SCS, and assist TCAG staff with the preparation of an Alternative Planning Strategy if the greenhouse gas reduction targets established by the California Air Resources Board cannot be feasibly met. Any additional services requested by TCAG with a negotiated cost that exceeds the Contract budget will be paid up to an additional amount of \$25,000 with written approval of TCAG.

**ATTACHMENT B**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29  
DEBARMENT AND SUSPENSION CERTIFICATION**

- 1) All persons or firms, including subcontractors, must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to TCAG.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature (original signature required)

\_\_\_\_\_  
Date

**ATTACHMENT C**

**DBE PARTICIPATION**

The following stated percent (%) of total cost that will be compensation paid to DBE firms.

% DBE Participation: \_\_\_\_\_

Scope/nature of work to be performed by DBE: \_\_\_\_\_

\_\_\_\_\_

DBE Company: \_\_\_\_\_

Address: \_\_\_\_\_

The undersigned hereby certifies that the foregoing statements and information are true and correct.

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATION CONCERNING  
WORKERS' COMPENSATION INSURANCE**

STATE OF CALIFORNIA     )  
  )  
COUNTY OF TULARE     )

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

**ATTACHMENT E**

**GENERAL LIABILITY  
ADDITIONAL INSURED ENDORSEMENT**

County of Tulare and the  
Tulare County Association of Governments  
210 N. Church St., Suite B  
Visalia, CA 93291

The following described policy has been issued to:

Insured(s) \_\_\_\_\_  
\_\_\_\_\_

General Description of Contract(s) between the Tulare County Association of Governments and insured(s):

Professional consulting services to complete a Program-level Environmental Impact Report for the Tulare County 2022 Regional Transportation Plan/ Sustainable Communities Strategy, an Alternative Planning Strategy (if necessary), a Health Impact Assessment, and additional environmental on call services as necessary.

Type of Insurance:	Comprehensive General Liability	
Limits of Liability:	( ) \$ _____	Combined Single Limit Per Occurrence for Bodily Injury and Property Damage
		OR
	( ) \$ _____	Bodily Injury (per person, per occurrence)
	( ) \$ _____	Bodily Injury (aggregate)
	( ) \$ _____	Property Damage (per occurrence)
	( ) \$ _____	Property Damage (aggregate)

Policy Term: From: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Company \_\_\_\_\_

The following are included in the above policy:

- |   |   |
|---|---|
| ( ) 1. Premises & Operations  | ( ) 9. Owned Automobiles  |
| ( ) 2. Independent Contractors  | ( ) 10. Non-owned Automobiles                                   |
| ( ) 3. Personal Injury  | ( ) 11. Leased or Hired Automobiles                             |
| ( ) 4. Explosion, Collapse and Underground Hazards  | ( ) 12. Fire Legal Liability Limit                              |
| ( ) 5. Broad Form Property Damage including Completed Operations                          | ( ) 13. Garagekeepers Legal Liability Limit                     |
| ( ) including care, custody and control of all Port property under contract or agreement. |   |
| ( ) 6. Blanket Contractual Liability  | ( ) 14. Stevedore/Cargo Liability                               |
| ( ) 7. Products   | ( ) 15. Liquor Liability  |
| ( ) 8. Completed Operations   | ( ) 16. Professional Liability Insurance (Errors and Omissions) |

1. The Tulare County Association of Governments acting by and through its Board of Directors, and its officers, agents and employees, while acting within the scope of their authority, are Additional Insured in the policy.
2. The above policy shall not be canceled, changed in coverage or reduced in limits for any reasons whatsoever except after written notice to the Executive Secretary of the Tulare County Association of Governments by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.
3. The above stated limits of liability are on an occurrence basis.
4. Such insurance shall be primary, and not contributing with any other insurance maintained by the Tulare County Association of Governments.
5. In the event of one of the insured incurring liability to any other of the insured, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured. Nothing contained herein shall operate to increase Underwriters' limit of liability.
6. There are no deductibles except as indicated above.

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Address

I, \_\_\_\_\_, hereby declare under penalty of (type or print name) perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company and by my execution hereof, do so bind said company.

\_\_\_\_\_  
Signature of Authorized Representative  
(Original Signature only; no facsimile signature or initialed signature accepted)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_

Executed at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_

Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_

Endorsement Number \_\_\_\_\_

Effective Date \_\_\_\_\_

## ATTACHMENT F

### SAMPLE CONSULTANT SERVICES CONTRACT

#### I. INTRODUCTION

**THIS CONTRACT (“Contract”)** is entered into as of **(Enter Date)**, between the Tulare County Association of Governments, (“TCAG”), and **(Enter Consultant’s Name)**, (“CONTRACTOR”), whose office is located at **(Enter Consultant’s Address)**. TCAG and CONTRACTOR are each a “Party” and together are the “Parties” to this Contract, which is made with reference to the following:

#### II. RECITALS

A proposal was received from **(Enter Consultant’s Name)** to provide **(Enter Proposed Services)** services for an amount not to exceed **(Enter Contract Amount)**; and

A proposal was submitted by **(Enter Consultant’s Name)** to provide said services within the budgeted amount; and

On **(Enter Board Approval Date)**, with Resolution No. \_\_\_\_\_ the TCAG Board approved **(Enter Consultant’s Name)** to provide **(Enter Proposed Services)**.

**ACCORDINGLY, IT IS AGREED:**

#### III. SPECIFIC TERMS

- 1. TERM:** This Contract shall become effective as of **(Enter Start Date)** and shall expire at 11:59 PM on **(Enter End Date)** unless otherwise terminated as provided in this Contract.
- 2. SERVICES TO BE PERFORMED:** CONTRACTOR shall provide TCAG with all of the services shown on the attached **EXHIBIT A**.
- 3. PROJECT STAFF:** CONTRACTOR shall employ and assign to the services to be provided under this Contract the staff members shown on the attached **EXHIBIT B**. CONTRACTOR shall not replace or assign other staff to such services without the prior written approval of TCAG’s Executive Director.
- 4. SCHEDULE & DELIVERABLES:** In providing the services hereunder, CONTRACTOR shall adhere to the schedule and provide to TCAG all of the deliverables shown on the attached **EXHIBIT C**.
- 5. CONTRACT BUDGET:** As consideration for CONTRACTOR’S providing services and deliverables to TCAG hereunder, TCAG shall pay CONTRACTOR in accordance with the terms shown on the attached **EXHIBIT D**.
- 6. DEBARMENT & SUSPENSION CERTIFICATION:** By execution of this Contract, CONTRACTOR certifies to the TCAG that it is not a party listed on the government-wide exclusions list in the System

for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not otherwise debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549. See attached **EXHIBIT E**.

**7. STAFFING: (Insert Project Manager)** shall be the Principal in Charge and the Project Manager performing the service under this Contract. The Project Manager shall not be replaced without prior written approval from the Executive Director of TCAG.

#### **IV. GENERAL TERMS**

**8. INDEPENDENT CONTRACTOR STATUS:**

- a. This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of TCAG.

CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees of TCAG. Subject to any performance criteria contained in this Contract, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and TCAG shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not TCAG'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, TCAG will not:

- i. Withhold FICA (Social Security) from CONTRACTOR'S payments.
  - ii. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
  - iii. Withhold state or federal income tax from payments to CONTRACTOR.
  - iv. Make disability insurance contributions on behalf of CONTRACTOR.
  - v. Obtain unemployment compensation insurance on behalf of CONTRACTOR.
- b. Notwithstanding this independent contractor relationship, TCAG shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

**9. COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**10. GOVERNING LAW:** This Contract shall be interpreted and governed under the laws of the State of

California without reference to California conflicts of law principles. The parties agree that this Contract is made in and shall be performed in Tulare County California.

**11. RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Contract. In addition, CONTRACTOR shall establish and maintain an accounting system with accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item and produce Quarterly Reports which clearly identify reimbursable costs and other expenditures by Overall Work Program work elements. Records shall also be clearly identified and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Contract

**12. CONFLICT OF INTEREST:**

- a. CONTRACTOR agrees to, at all times during the performance of this Contract, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of TCAG in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any TCAG decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.
- b. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the TCAG designated representative and provide all information needed for resolution of this question.

**13. INSURANCE:** Prior to approval of this Contract by TCAG, CONTRACTOR shall file with TCAG, evidence of the insurance as set forth in **Exhibit F** attached, which outlines the minimum scope, specifications and limits of insurance required under this Contract. Additional insured endorsements required as outlined in **Exhibit F** shall not be used to reduce limits available to TCAG, and County as an additional insured, from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Contract or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Contract.

**14. INDEMNIFICATION AND DEFENSE:**

- a. To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by TCAG, which

approval may not be unreasonably withheld), protect and hold harmless TCAG, all subsidiaries, divisions and affiliated agencies of TCAG, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and TCAG general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

- b. The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR may submit a claim to the TCAG for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to TCAG for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

- c. CONTRACTOR must indemnify and hold TCAG harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by TCAG, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**15. TERMINATION:**

- a. Without Cause: TCAG will have the right to terminate this Contract without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. TCAG will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. TCAG will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Contract, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Contract. No sanctions will be imposed.
- b. With Cause: This Contract may be terminated by either party should the other party:
  - i. be adjudged a bankrupt, or
  - ii. become insolvent or have a receiver appointed, or
  - iii. make a general assignment for the benefit of creditors, or
  - iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Contract, or
  - v. materially breach this Contract.

In addition, TCAG may terminate this Contract based on:

- vi. material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to TCAG's retention of CONTRACTOR, or
- vii. other misconduct or circumstances which, in the sole discretion of the TCAG, either impair the ability of CONTRACTOR to competently provide the services under this Contract, or expose the TCAG to an unreasonable risk of liability.

TCAG will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Contract, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications, estimates, and other documents prepared by CONTRACTOR on or before the date of termination in accordance with this Contract. TCAG will not pay lost anticipated profits or other economic loss, nor will TCAG pay compensation or make reimbursement to cure a breach arising out of

or resulting from such termination. If this Contract is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the Contract, the CONTRACTOR must pay the difference to TCAG. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

- c. Effects of Termination: Expiration or termination of this Contract shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Contract, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by TCAG, said termination will not affect any rights of the TCAG to recover damages against the CONTRACTOR.
- d. Suspension of Performance: Independent of any right to terminate this Contract, the authorized representative of TCAG for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Contract, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.
- e. It is mutually agreed that if the appropriate Fiscal Year Overall Work Program which allows the funding for the services does not appropriate sufficient funds, TCAG shall have the option to either cancel this Contract with no liability occurring to TCAG, or offer an Contract amendment to CONTRACTOR to reflect the reduced amount. In this event, TCAG shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract.

**16. LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for TCAG, that TCAG shall have the right to immediately terminate this Contract. In such event, TCAG shall provide CONTRACTOR with written notice of such termination.

**17. SOFTWARE WARRANTIES:** CONTRACTOR warrants that it is either the full legal owner of any intellectual property used for this project, or, to the extent it is not, it has obtained all necessary consents, licenses, and clearances to permit CONTRACTOR, and TCAG if applicable, to use this intellectual property. CONTRACTOR further warrants that any software furnished to TCAG hereunder, or any software used by it to perform the services to be provided under this Contract, will continue processing accurately for the term of this Contract and any extension thereof and that the use of said software will not cause incorrect scheduling or reporting or other improper operations or results.

**18. FORM DE-542:** CONTRACTOR acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, TCAG has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this Contract was executed, the total amount of the Contract, the Contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with TCAG to make such information available and to complete Form DE- 542. Failure to provide the required information may, at TCAG's option, prevent approval of this Contract, or be grounds for

termination by TCAG.

**19. NOTICES:**

- a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**TCAG**

Attn: Ted Smalley  
210 N. Church Street, Suite B  
Visalia, CA 93291

**Insert Consultant Name**

Attn: **(Insert Project Manager's Name)**

**Insert Consultant Address**

**Consultant Address Continued**

**Phone No. (559) 623-0450**

**Phone No. (Insert Consultant Phone No.)**

- b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**20. ASSIGNMENT/SUBCONTRACTING:** The CONTRACTOR Contractor shall supervise subcontractors of **(Insert Subcontractors)** to be assigned to the following elements: **(Insert Elements)**. Other subCONTRACTOR Contractors shall not be utilized without prior written approval from the Executive Director of TCAG.

**21. DISPUTES AND DISPUTE RESOLUTION:**

- a. CONTRACTOR shall continue with its responsibilities under this Contract during any dispute with TCAG arising out of this Contract.
- b. **Informal Negotiations.** The Parties shall make their best efforts to informally resolve disputes that arise out of or relate to this Agreement. To foster a spirit of cooperation and efficiency in the administration of this Agreement, disputes between the Parties shall first be subjected to a good faith negotiations process as follows:
  - i. The aggrieved Party shall give the other Party, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with the terms of the Agreement. Said notice shall suggest a date, time and place for the negotiations session. The Parties may jointly decide to meet at another time and place; provided, however, the Parties agree that such negotiations session shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.
  - ii. The Parties agree that the negotiations session(s), including proceedings or discussions concerning the proposed negotiations session(s), are to be considered confidential

settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a negotiations session by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the negotiations session(s).

- iii. Absent mutual consent of the Parties, if a noticed negotiations session fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the negotiations session has not been made within those fifteen (15) calendar days, then the negotiations obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under this Section 22, unless the reason for such failure to convene a negotiations session is the refusal of the Party asserting a claim to participate in the negotiations session, in which event said claim will be deemed to have been waived.
- iv. If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first negotiations session, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with this Section 22 ("Mediation Request").

**c. Mediation.** If a dispute arising out of or relating to this Agreement is not resolved through the above-described negotiations process, then within thirty (30) days after notice is provided through a Mediation Request, the Parties shall participate in non-binding mediation administered by a mediator to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

- i. The mediation shall be held at a mutually agreeable location within Tulare County, California.
- ii. The Parties shall mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party.
- iii. The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.
- iv. Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both Parties, and shall be barred from testifying in any litigation concerning any information obtained or disclosed in the course of the mediation.

- v. Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the mediator.
- vi. Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within thirty (30) days of the selection of the mediator.
- vii. The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.

**22. FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Contract.

**23. CONSTRUCTION:** This Contract reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

**24. CONTRACT COSTS AND REIMBURSEMENTS:** For services rendered the CONTRACTOR may bill and receive up to **(Insert Project Amount)** to be billed in accordance with Exhibit "D", the budget. The total sum billed for services specified in Exhibit "A", Scope of Work, and Exhibit "C," Schedule and Deliverables, under this Contract may not exceed the fixed price total of **(Insert Project Amount)**, including all costs, overhead, and fixed fee expenses. Such billings up to the specified amount shall constitute full and complete compensation for amendments to the individual categories within the said "Budget," all of which must be approved in advance by TCAG.

- a. Progress Payments and Reports – Progress payments are authorized under this Contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify the percentage of Contract work completed.
- b. Billing Format and Content –All billings shall be in the same format as Exhibit "D" budget. Invoices shall indicate the percent complete for each task. The final invoice shall be supported by a Contract Budget Worksheet, a sample of which shall accompany this Contract.
- c. Contract Completion Retention – 10 percent shall be retained from each Contract billing until the completion of the Contract. This retention will be released to the contractor within 30 days of completion of Contract and Contract deliverables (as specified in Exhibit "C"), to the reasonable satisfaction of TCAG.

- d. Allowable Costs and Documentation – All costs charged to this Contract by CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 (Code of Federal Regulations), Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. The CONTRACTOR shall also comply with Title 49, Code of Federal Regulations, Part 18, “Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments” in the procurement of services, supplies or equipment.
- e. Travel and Per Diem Reimbursement - Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration unless written verification is supplied that governmental rates are not commercially available to CONTRACTOR at the time and location required as specified in the California Department of Transportation’s Travel Guide Exception Process.
- f. Disadvantaged Business Enterprise (DBE) Reporting – If the CONTRACTOR claimed to be a DBE, or claimed that a SUBCONTRACTOR is a DBE, the percentage of work proposed to be completed by the DBE shall be completed by the DBE as indicated in the project proposal that is made part of this Contract for purposes of reporting. Each billing document shall include the amount of payment being paid to any DBE as a separate line item in the billing document.

**25. PROGRESS REPORTS:** The CONTRACTOR shall submit progress reports describing the status of work performed as identified in the work plan on a monthly cycle. The purpose of the reports is to allow TCAG to determine if the CONTRACTOR is completing the activities identified in the work plan in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. The CONTRACTOR Project Manager shall meet with TCAG Project Manager as needed to discuss work progress.

**26. CONTRACT CHANGES:** No alteration or deviation of the terms of this Contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties. TCAG may request at any time, amendments to this Contract and will notify the CONTRACTOR in writing regarding changes. Upon a minimum of ten (10) days’ notice, the CONTRACTOR shall determine the impact on both time and compensation of such changes and notify TCAG in writing. Upon agreement between TCAG and the CONTRACTOR as to the extent of these impacts on time and compensation, an amendment to this Contract shall be prepared describing such changes. Such amendment shall be valid effective the date of the amending document.

**27. CONTINGENCY FEES:** The CONTRACTOR warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, TCAG has the right to terminate this Contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**28. SUCCESSORS AND ASSIGNS:** The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in the same, without the prior written consent of the Executive Director of TCAG. However, claims for money due or to become due to the CONTRACTOR from TCAG under this Contract, may be assigned to a bank, trust company, or their financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to TCAG.

**29. CONSTRUCTION:** This Contract reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

**30. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

**31. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**32. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Contract shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

**33. EXHIBITS AND RECITALS:** The recitals and the exhibits to this Contract are fully incorporated into and are integral parts of this Contract.

**34. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

**35. ENTIRE AGREEMENT REPRESENTED:** This Contract represents the entire agreement between CONTRACTOR and TCAG as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

**36. ASSURANCES OF NON-DISCRIMINATION:**

- a. CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
- b. It is recognized that both the Contractor and TCAG have the responsibility to protect TCAG employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training

to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. TCAG, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to TCAG pursuant to this Contract with other employees where TCAG is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude TCAG from terminating this Contract with or without cause as provided for herein.

**37. AUTHORITY:** CONTRACTOR represents and warrants to TCAG that the individual(s) signing this Contract on its behalf are duly authorized and have legal capacity to sign this Contract and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that TCAG has relied upon this representation and warranty in entering into this Contract.

**38. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Under applicable federal and state law, if CONTRACTOR submits a false claim to TCAG under this Contract, then CONTRACTOR will be liable to TCAG for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to TCAG if CONTRACTOR:

- a. Knowingly presents or causes to be presented to TCAG a false claim or request for payment or approval;
- b. Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by TCAG;
- c. Conspires to defraud TCAG by getting a false claim allowed or paid by TCAG;
- d. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TCAG; or
- e. Is a beneficiary of an inadvertent submission of a false claim to TCAG, later discovers the falsity of the claim, and fails to disclose the false claim to TCAG within a reasonable time after discovery of the false claim.

**39. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS**

Date: \_\_\_\_\_

BY \_\_\_\_\_  
Chairman, Governing Board

ATTEST: Ted Smalley, Executive Director, TCAG

By \_\_\_\_\_  
Executive Director

**CONTRACTOR**

Date: \_\_\_\_\_

BY \_\_\_\_\_  
Insert Title

Date: \_\_\_\_\_

BY \_\_\_\_\_  
Insert Title

[Pursuant to Corporations Code section 313, TCAG policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, TCAG policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Approved as to Form  
County Counsel

BY \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**Exhibit A**

**Services to Be Performed**

**Exhibit B**

**Project Staff**

## **Exhibit C**

### **Schedule & Deliverables**

**Exhibit D**

**Contract Budget**

**Exhibit E**

**Debarment & Suspension Certification**

## Exhibit F

### Professional Services Contracts Insurance Requirements

CONTRACTOR shall provide and maintain insurance for the duration of this Contract against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Contract by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the Contract or the beginning of the Contract work, and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. The TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) and the COUNTY OF TULARE, their officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.

- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects TCAG and the COUNTY OF TULARE, and their respective officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by TCAG or the COUNTY OF TULARE, and their respective officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
  - c. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the TCAG and the COUNTY OF TULARE.
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TCAG and the COUNTY OF TULARE for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- a. Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of TCAG and the COUNTY OF TULARE for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against TCAG and the COUNTY OF TULARE, and their respective officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability.

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

F. Verification of Coverage

Prior to approval of this Contract by TCAG, the CONTRACTOR shall file with TCAG, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to TCAG. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. TCAG reserves the right to require certified copies of all required insurance policies at any time.