



S A C O G

SACOG Board of Directors

Item #08-5-18
Consent

May 22, 2008

RFP Release for Update of Two Yuba County Airport Land Use Compatibility Plans

Issue: Should the Committee forward a recommendation to the SACOG Board to release the draft RFP to update the Yuba County and Beale AFB Airport Land Use Compatibility Plans and allow the SACOG Executive Director to negotiate and execute an agreement with a selected consultant team?

Recommendation: The Land Use & Housing Committee recommends that the Board release the RFP and authorize the Executive Director to negotiate and execute an agreement with a selected consultant team.

Committee Action/Discussion: Yuba County has requested that SACOG, in its role as Airport Land Use Commission, update the Airport Land Use Compatibility Plans (ALUPs) for Yuba County Airport and Beale Air Force Base. The ALUPs are intended to ensure proposed land uses around publicly serving or operated airports are compatible with airport uses in terms of safety, noise and air space. On April 17, the SACOG Board gave approval for the Executive Director to negotiate and enter into a Memorandum of Understanding (MOU) with Yuba County for SACOG to manage the development of these two ALUPs, and to hire a consultant team. The MOU calls for Yuba County to pay for SACOG staff time and consultant fees for a total not to exceed \$300,000.

The next step is for SACOG to release an RFP and then select and contract with a consultant team to develop the two ALUPs. The attached draft RFP addresses the scope of work that SACOG staff believes is needed to update the two plans. This draft RFP is based on SACOG's recent experience with another ALUP update. Yuba County, Yuba County Airport and Beale Air Force Base concurred that this draft RFP is ready for release.

Normally, after the recommendation on the selected consultant is made, the item comes back to the SACOG Board for approval. However, because Yuba County expressed that SACOG expedite the update of these two plans, and that the SACOG Board may not meet again until August, staff recommends that the Board authorize the Executive Director to negotiate and execute a contract with the eventual selected consultant.

Approved by:

Mike McKeever
Executive Director

MM:GC:ts
Attachment

Key Staff: Greg Chew, Senior Planner, (916) 340-6227

REQUEST FOR PROPOSALS

UPDATES TO AIRPORT LAND USE COMPATIBILITY PLANS FOR YUBA COUNTY AIRPORT AND BEALE AIR FORCE BASE

(NOT-TO-EXCEED \$200,000)

Date of Release: June 2, 2008

Proposals Due: Thursday, July 10th, 2008 - 4:30 p.m. at SACOG Office



**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
1415 L STREET, SUITE 300
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SACRAMENTO AREA COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSALS

**UPDATES TO AIRPORT LAND USE COMPATIBILITY PLANS FOR YUBA COUNTY
AIRPORT AND BEALE AIR FORCE BASE**

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I. INTRODUCTION

The Sacramento Area Council of Governments (SACOG) requests proposals from qualified consultants to prepare updates of the Airport Land Use Compatibility Plans (ALUP) for Yuba County Airport and Beale Air Force Base, both of Yuba County. SACOG acts as the Airport Land Use Commission (ALUC) for the counties of Sacramento, Sutter, Yolo and Yuba. The ALUC has two primary functions. The first is the protection of public health, safety, and welfare through the adoption of land-use standards that minimize the public's exposure to safety hazards and excessive noise from nearby airports. The second function is to prevent the intrusion of incompatible land uses around airports to preserve the utility of these airports in the future.

To carry out these functions, the ALUC has adopted Airport Land Use Compatibility Plans or ALUPs (formerly known as Comprehensive Land Use Plans or CLUPs) for the public-use airports in the region, which establish planning boundaries around airports for safe building heights, noise levels, and safety. Land use compatibility standards also are adopted, establishing the compatibility of individual land uses within each planning boundary. The ALUC works with local city and county governments to assure compatibility between local plans and the Airport Land Use Compatibility Plans for airport areas.

The Sacramento Area Council of Governments (SACOG) is a voluntary association of governments. Member jurisdictions include: the County of Sacramento (including the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova and Sacramento); the County of Yolo (including the cities of Davis, West Sacramento, Winters, and Woodland); the County of Sutter (including the cities of Live Oak and Yuba City); the County of Yuba (including the cities of Marysville and Wheatland); Placer County (including the cities of Auburn, Colfax, Lincoln, Rocklin, Roseville and Town of Loomis) and El Dorado County (including the City of Placerville).

SACOG is the federally designated Metropolitan Planning Organization (MPO) for the Sacramento, Davis and Marysville/Yuba City urbanized areas. SACOG is also the state designated Regional Transportation Planning Agency (RTPA) for the counties of Sacramento, Yolo, Sutter and Yuba.

II. BACKGROUND

The Airport Land Use Commission operates pursuant to Article 3.5 of the State Aeronautics Act, California Public Utilities Code Sections 21670 *et seq.*, which has the stated legislative purpose to: Protect public health, safety, and welfare through the adoption of land use standards that minimize the public's exposure to excessive safety hazards and levels of noise within areas around public airports. It is also the intent of the legislature to discourage incompatible land uses near existing airports. (Pub. Util. Code §21674.7.)

Through the state law, ALUPs are the means which to determine compatibility between potential land uses and safety, noise and airspace standards. Each public use airport has an ALUP which identifies where different land uses are compatible or incompatible. Each ALUP must be adopted by the appropriate body, such as the Airport Land Use Commission for Yuba County (which is SACOG). After the plan is adopted, then as development applications are submitted to local governing agencies, the Airport Land Use Commissions checks them for compatibility with the ALUP.

Both Yuba County Airport and Beale Air Force Base are located within Yuba County. Yuba County owns and operates Yuba County Airport, while the Beale AFB is operated within the US Department of the Air Force. The Comprehensive Land Use Plans (CLUP, or known since 2004 as Airport Land Use Compatibility Plans or ALUPs) for each airport were last updated more than a dozen years ago. The Yuba County Airport CLUP was adopted in May, 1994, while Beale's was last amended in December 1992. Since those times, numerous changes have taken place. Land development and the population within Yuba County has increased significantly, while airport operations at both airports, particularly Beale, have evolved. In addition, the State of California updated its Airport Land Use Planning Handbook in January, 2002. This Handbook provides guidance to Airport Land Use Commissions such as SACOG on statewide requirements for the conduct of airport land use compatibility planning. (Pub. Util. Code §21674.7.)

The County of Yuba has requested that SACOG, in its role as Airport Land Use Commission, update the ALUPs for these two airports. The current CLUPs (as they were referred to when they were adopted) for these two airports can be found online at <http://www.sacog.org/airport/clups.cfm>

III. PROJECT SUMMARY AND DESCRIPTION

The contract for the Update of the Airport Land Use Compatibility Plans for Yuba County Airport and Beale Air Force Base will be an agreement between SACOG and the selected consultant. (SACOG has a separate written agreement with Yuba County.) SACOG will provide contract administration services. The consultant will invoice SACOG for services rendered and SACOG will compensate the consultant for these services as set forth in the agreement. The SACOG Board of Directors will award the contract and project deliverables will be reviewed by the SACOG Project Manager.

IV. SCOPE OF WORK/SERVICES

The preliminary scope of work is described below and is to be performed for both Yuba County Airport and Beale Air Force Base. The selected consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work. The following provides a general idea of the tasks involved and a degree of specificity about the expected services and outcomes for the project. However, through the RFP and contract negotiations process, the proposers may offer modifications from what is written here. The selected consultant's contract will serve as the final version of the scope of work.

Tasks:

1. Compile Base Data and Mapping

1.1 Develop the interim ALUP Planning Area for the two airports using as criteria the outer perimeter of the conical surface. Mapping shall be prepared on the Yuba County parcel base maps (and other areas as needed), obtained from SACOG, manipulated in a computer format capable of integration with existing SACOG Geographic Information Systems (GIS).

1.2 Verify local agency general plan, specific plan designations, and zoning ordinance districts for the area of the airport; summarize and map for the Airport Planning Area. SACOG, Yuba County, Beale Air Force Base and other appropriate public agencies will provide the underlying data.

1.3 Verify local agency data on existing land uses within the Airport Planning Area obtained from SACOG and the Yuba County Planning Department.

1.4 Compile and map existing Airport Master Plan, Airport Layout Plan, Air Installation Compatible Use Zone (AICUZ), current and projected noise contours, and any related pertinent information for each airport.

1.5 Obtain aerial photograph of the Airport Planning Area from SACOG.

2. Review Existing Conditions

2.1 Review the 2002 *Airport Land Use Planning Handbook* published by the California Department of Transportation, Division of Aeronautics.

2.2 Analyze planning designations, zoning categories, and existing land uses within the Airport Planning Area, and develop categorization of compatible uses or designations and areas of potential conflict with planned airport operations.

2.3 Obtain local agency staff review and comment on information developed in the analysis of existing conditions.

2.4 Conduct one public meeting for each airport to discuss findings of the existing conditions and seek input from the public regarding issues related to the update of the ALUP.

3. Define Structural Height Limit (Imaginary Airspace) Surfaces

3.1 Define technical parameters relevant to ALUC review for the airport in the system, i.e., airport role, runway category, type of approach, traffic patterns. (Refer to adopted Master Plan, AICUZ, and consultation with Airport Manager.)

3.2 Define Approach, Transitional, Horizontal, and Conical imaginary airspace surfaces reflecting criteria in Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace for both airports.

3.3 Examine all existing and proposed instrument approach procedures to determine whether FAR Part 77 surfaces are consistently controlling. Part 77 may not always be sufficiently restrictive; non-precision Terminal Instrument Procedures (TERPs) may, in fact, be required to establish adequate height restrictions. If that is determined to be the case, appropriate TERPs surfaces will be prepared.

3.4 Evaluate land use implications for imaginary surfaces for the Airport Planning Area.

4. Define Potential for Aircraft Accidents and Related Risk to Public Safety

4.1 For the planned operations at both airports, indicate the risk of accident potential for the area around the airport (including properties on airport property which may include non-airport functions).

4.2 Evaluate land use implications for aircraft accident potential on which to base policies. Determine what would be an acceptable level of risk to public safety. Determine the areas near the airport that may be subject to significant risk to public safety. The goal shall be to avoid an unacceptable level of risk to the public.

4.3 Define airport safety zones for both airports.

4.3.1 The zones shall be displayed on a base map with current property lines and shown in relationship to defined boundaries on the Airport Layout Plan for both airports.

4.3.2 In addition, include a matrix displaying inappropriate land uses for the various safety zones.

5. Define Noise Implications and Impact on Existing and Proposed Land Uses

5.1 The extent to which airport noise affects nearby land use, compatibility shall be assessed based upon the noise contours considering existing standards adopted by SACOG, Yuba County, and other pertinent jurisdictions. Noise plan development will include:

5.1.1 An appropriate threshold Community Noise Equivalent Level (CNEL), e.g., 65, 60, 55 dBA, on which to base future land use decisions.

5.1.2 A matrix of CNEL values versus land uses in which the level of compatibility will be indicated.

6. Define Overflight Compatibility Issues

6.1 Review overflight compatibility concerns in the *Airport Land Use Planning Handbook*.

6.2 In consultation with the appropriate airport operator personnel, obtain information on complaints about airport operations by geographic location and land use category (residential, office, commercial).

6.3 Based on the complaint experiences of both airports, evaluate the need for development of appropriate policies to assure airport land use compatibility for the airport.

7. Prepare Airport Land Use Compatibility Plan

7.1 Develop goals, objectives, and policies to help guide development around the airport, and refine on a case-by-case basis, for the Airport Planning Area. The formulation of goals, objectives and policies shall be in accord with the requirements of State ALUC enabling legislation (Section 21670, et seq., of the Public Utilities Code), and with the *Airport Land Use Planning Handbook* issued by the California Department of Transportation, Division of Aeronautics. *The formulation of goals, objectives, and policies shall be rationally based on concerns about potential land use activity near the airport that could adversely affect current and planned airport operations.* The goals, objectives and policies shall be in a format that facilitates ease of implementation by individual local agencies.

7.2 The proposed ALUPs shall reference the Airport Layout Plan as contained in the current Master Plan for Yuba County Airport, and the Air Installation Compatibility Zone (AICUZ) for Beale AFB, on which the ALUPs will be based. Defined zones for Structural Height Limit and Public Safety policies shall make specific reference to defined reference lines on the Airport Layout Plan.

7.3 Define the proposed Planning Area for both airports. The Planning Area shall include all of the area within the aggregate geographic areas where ALUP policies are proposed. (Planning areas may be greater than the conical surface area.)

7.4 Prepare text and maps to define recommended land use patterns and other relevant planning issues with input from ALUC, Yuba County, and other pertinent public agencies.

7.5 The proposed plan shall be submitted initially in an internal staff-level draft form for the review and comment of the ALUC, Yuba County, the California Department of Transportation Aeronautics Program and other pertinent public agencies. Following receipt of comments, the consultant shall prepare a summary of the key contents of the proposed ALUP for public distribution and review.

7.6 Coordinate and gain input from the ALUC, Department of Transportation, Division of Aeronautics and the Yuba County throughout all phases of the project.

8. Implementation Program

8.1 Results of **Tasks 1 through 7** shall be compiled as an overall ALUC Airport Land Use Compatibility Plan that will maintain and enhance long-term compatibility between each airport and adjacent land uses. Plan elements will, at a minimum, include:

8.1.1 Jurisdictional factors, e.g., location and nature of project that affect or determine the scope of ALUC review. The organization, role and function of the ALUC shall be described, and pertinent sections of State law relating to the ALUCs responsibilities.

8.1.2 Criteria, e.g., CNEL, type of use, density, and height, to be used by the ALUC in evaluating future land use proposals.

8.1.3 Mitigation measures, e.g., insulation, easements, and their applicability to specific types of land use proposals.

8.2 Recommend actions that could be undertaken by local agencies, at their option, to address airport and ALUC concerns in their own planning processes.

8.3 Develop tools that would aid local agencies in effective integration of ALUC policies into regular zoning/subdivision administration practice. Adoption of these administrative tools could be undertaken at the jurisdictions' option to better incorporate airport and ALUC concerns in their own planning processes. These tools shall be included as appendices to the ALUP. The consultant shall develop at minimum the following tools, and all items that can be mapped shall be provided to SACOG in a computer format that can be integrated with SACOG's GIS.

8.3.1 Produce Overlay Zoning Map – An overlay map that shows the proposed ALUP goals and policies with the local zoning of the affected city or county shall be produced. This would ensure that the zoning ordinance of the local agency would be consistent with the ALUC policies.

8.3.2 List of Information Required from Applicants of Development Projects - The proposed ordinance shall include a list that shall *specify in detail* the information required from any applicant for a development project.

8.3.3 Ordinance Requiring Dedication of Noise and Avigation Easement - An ordinance shall be produced which would automatically require the dedication of aircraft access and noise generation easement rights to Yuba County for a subdivision. The ordinance would be applicable to a geographically defined area in the vicinity of both airports.

8.3.4 Noise and Avigation Easement - A proposed grant deed instrument providing for the grant deed of access and noise rights to Yuba County.

8.3.5 Deed Notice – A proposed deed notice providing notification of property buyers near the airport that they may be subject to overflight impacts associated with fixed-wing or rotary aircraft that would transfer with the property’s deed.

8.3.6 Advisory Document - An advisory document to be used to notify prospective property buyers or tenants near the airport that they may be subject to overflight impacts associated with fixed-wing or rotary aircraft.

9. Prepare CEQA Environmental Documentation

9.1 Prepare an Initial Study of the recommended Airport Land Use Compatibility Plan, in accordance with the California Environmental Quality Act (CEQA), and State and County CEQA Guidelines. Submit five (5) copies of the Initial Study to SACOG.

9.2 In addition, prepare a draft report recommending additional actions that should be taken by SACOG to fully comply with CEQA for this project. The report should include the various steps to be followed, reports to be produced, and an estimated time line for complying with CEQA. Submit five (5) copies of this draft for both airports to SACOG and copies as appropriate to the State Clearinghouse and interested agencies.

10. Draft Staff Report: Prepare a draft report for both airports with the ALUC, for submittal to the Airport Land Use Commission, which compares existing and proposed policies.

11. Review and Adoption Process

11.1 ALUC staff, Department of Transportation, Division of Aeronautics staff, and Yuba County will advise throughout the project.

11.2 Public meetings will be held at sufficient locations and times so as to ensure that public input is obtained at key points of the project. At least one evening meeting for each airport will be scheduled to review the proposed ALUP when it is released.

11.3 The ALUC will be briefed on project status at key points of the project.

11.4 The ALUC will review and adopt the Airport Land Use Compatibility Plan and the necessary CEQA documentation.

V. CONTRACT DELIVERABLES

The consultant will deliver the following work products during the course of the project for both Yuba County Airport and Beale Air Force Base:

- Five copies of the administrative drafts of each ALUP.
- Twenty-five copies of the public review of each ALUP.
- Five copies of CEQA Initial Study for each ALUP.
- Five copies of Draft CEQA Recommendation Report for each ALUP.
- Five copies of the final adopted ALUP for each airport.
- For each: One copy reproducible hardcopy original and one electronic .PDF file on a CD of final adopted ALUP.

VI. CONTACT PERSONS

The SACOG Project Manager for this RFP and project is:

Greg Chew, Senior Planner
Sacramento Area Council of Governments
Direct: (916) 340-6227; Fax: (916) 321-9551
Email: gchew@sacog.org
1415 L Street, #300, Sacramento, CA 95814

VII. PROJECT TIMETABLE

June 2, 2008	Issue Request for Proposals
4:30 p.m. Thurs, July 10, 2008	Closing date for receipt of 1 original and 5 hard copies of proposals
4:30 p.m., Friday, July 11, 2008	Closing date for receipt of electronic copy via email or CD of proposal (if hard copies submitted by deadline)

July 17, 2008	Finalists contacted to schedule interviews (if necessary)
Week of July 21	Conduct interviews (if necessary); recommend consultant
Immediately upon selection	Award, negotiate and execute contract
Upon contract execution	Start of Project/Begin Work

Proposals must be received by SACOG, in both hard copy and electronic form by the dates specified above, at the SACOG office (1415 L Street, Suite 300, Sacramento, CA 95814). Please address it to Greg Chew. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at their own risk. SACOG will not be liable or responsible for any late delivery of proposals. Proposers shall submit one (1) originally signed proposal and 5 (five) copies in a sealed envelope or package clearly marked "Proposal for Airport Plans." The Proposal must also be submitted in electronic version via e-mail or CD to the Project Manager, as further specified in Section IX below.

By submitting a proposal, the proposer certifies that his or her name or the consultant firm's name, as well as the name of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

VIII. GENERAL CONDITIONS

A. Limitations

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

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals become the property of SACOG. Upon award of a contract to the successful proposer, all proposals shall be public records.

B. Award

SACOG may ask RFP finalists to present oral briefings of their proposals, possibly in person or via phone conference. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. SACOG also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. RFP Addendum

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

D. Verbal Agreement or Conversation

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

E. Precontractual Expense

Precontractual expenses include any expenses incurred by proposers and selected contractor in:

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

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

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that

the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected within 30 days of the award announcement.

G. Contract Arrangements

The successful consultant is expected to execute a contract similar to SACOG's Standard Agreement, which meets the requirements of SAFETEA-LU. A copy of SACOG's Standard Agreement is attached as Part A. While \$1 million per occurrence in commercial general liability coverage is required, under special circumstances SACOG may consider a lesser amount of insurance coverage, but not an amount less than \$500,000 per occurrence.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of SACOG, the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that Disadvantaged Business Enterprises ("DBE's") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE's are for-profit small business concerns as defined in Title 49, Part 26.5, Code of Federal Regulations ("CFR").
2. DBE Obligation: The consultant or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all consultants or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Consultants and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Title VI of the Civil Rights Act of 1964: The consultant 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.
4. Equal Employment Opportunity: In connection with the performance of the contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. 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.

Each proposal, to be considered responsive, must include the following:

- (1) Consultant's affirmative action program, if required pursuant to the equal employment opportunity requirements of the U.S. Department of Labor Regulations (41 CFR Part 60, *et seq.*). These regulations require certain contractors to develop and

maintain affirmative action programs, including service contractors (non-construction) with 50 or more employees and a federally assisted contract of \$50,000 or more.

(2) Discussion of the consultant's proposed use of DBEs, if any, in the performance of this work, including the following:

- The names and addresses of DBE firms that will participate
- The description of the work each named firm will perform
- The dollar amount of participation by each DBE firm

(3) Conflict of Interest

Consultants and consultant firms submitting proposals in response to this RFP must disclose to SACOG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP.

If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

IX. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

Form of Proposals: Proposals must be submitted in both hard copy and electronic form to Greg Chew (email address: gchew@sacog.org). The electronic form must be submitted no later than 24 hours after the closing date and time for the hard copies, all as specified in Section VII above. The electronic form shall be a PDF version of the fully signed Proposal and shall be e-mailed or delivered on CD to the Project Manager.

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of SACOG as the ALUC and Yuba County.

4. Technical Approach

This should include:

- a. A summary of the proposed approach
- b. An explanation of the consultant's intended role as related to the role of SACOG
- c. An explanation of the consultant's proposed course of action. Proposers may refer to the scope of work in this RFP and do not need to reiterate its contents. Proposers should instead discuss differences that they recommend in the scope of work, and/or provide commentary on any items identified in the RFP. If the consultant proposes major changes to the RFP approach, those changes should be specified clearly.
- d. An itemized description of the proposed project schedule (including visits, draft and final deliverables) and the deliverables to be produced

5. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet SACOG's requirements.

6. Consultant and Subcontractor Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task making up the project. If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professional in the above-described matrix.

7. Consultant Qualifications and References

The proposal must describe the nature and outcome of projects previously conducted by the consultant which are related to the work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant's work on closely related projects can also be included with the proposal, if available. The proposer must also complete the Levine Act Disclosure Statement attached hereto as Exhibit "B."

8. Cost Proposal

The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The cost proposal detail shall describe estimated costs (only the total amount is a binding offer) for each professional's time, for the completion of each proposed task, for travel and per-diem (if applicable), and for materials and supplies. Failure to provide adequate cost data will result in the proposal rejection as unresponsive.

X. PROPOSAL EVALUATION AND SELECTION

A proposal review panel made up of members of SACOG, Yuba County staff and possibly Yuba County Airport and Beale AFB staff and other interested parties will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to participate in a face-to-face or phone interview. A phone interview may be used if members of the bidding consultant teams are not in the Sacramento area during the interview period; however, if a phone interview is used for one bidder team, it will be used for all bidder teams being interviewed, regardless of ability to interview face-to-face. Previous clients may also be called. The panel will make recommendations to the SACOG Executive Director on the basis of the proposal, oral interview, and reference check. SACOG reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding of the background and requirements of the project.
- The overall and technical approaches to be followed and the tasks to be performed, including detailed steps and resources required and proposed project schedule.

- The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and consultant's approach to managing resources and project output.
- Cost analysis and justification.
- Education and experience of proposed personnel

In addition, the participation of qualified Disadvantaged Business Enterprises (DBE's) in this project is strongly encouraged. (See Section VIII. G. above.)

XI. PAYMENT SCHEDULE

The consultant will be paid in arrears, based upon the payment schedule agreed to in the contract. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. At SACOG's discretion, SACOG may withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.

PART A

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of ____, 200__, at Sacramento, California, by and between the Sacramento Area Council of Governments, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and _____, a _____ (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on _____, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director. Approval shall not be presumed unless such approval is made by SACOG in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by SACOG shall be made as set forth in Exhibit "A." The amount to be paid to Contractor under this Agreement shall not exceed _____ dollars (\$_____), unless expressly authorized in writing by the SACOG Executive Director. In no instance shall SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Reporting and Payment:

a. Contractor shall submit monthly billings in arrears to SACOG no later than the 15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after SACOG approval of each billing; however, SACOG, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by SACOG of all final products. Said billings shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The billings shall include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this

Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. SACOG shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If SACOG issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) SACOG shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to SACOG for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then SACOG shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to SACOG.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, agents, and employees (the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities resulting from injury or death to a person or injury to property arising out of or in any way connected with the performance of this Agreement, however caused, regardless of any negligent act of an Indemnitee, whether active or passive, excepting only such injury or death as may be caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG).	\$1,000,000 per claim.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to SACOG.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

- a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively referred to as "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying Records for the purpose of determining compliance with Public Contract Code § 10115 et seq., Government Code § 8546.7, 2 California Code of Regulations § 1896.60 et seq. and any applicable federal laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement.
- b. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Utilities Code section 10115.10.

- c. An expenditure that is not authorized by this Agreement or that cannot be adequately documented shall be disallowed and must be reimbursed to SACOG within sixty (60) days of the discovery unless SACOG approves in writing an alternative repayment plan. Expenditures for work activities not described in the Scope of Work shall be deemed authorized if the performance of such activities is approved in writing by SACOG prior to the commencement of such activity.
- d. Absent fraud or mistake on the part of SACOG, the determination by SACOG of the allowability of any expenditure shall be final.
- e. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Manager:

SACOG’s project manager for this Agreement is Greg Chew, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Greg Chew, Senior Planner
 Sacramento Area Council of Governments
 1415 “L” Street, Suite 300
 Sacramento, California 95814
 Phone (916) 340-6227
 gchew@sacog.org

Contractor’s project manager for this Agreement is _____. No substitution of Contractor’s project manager is permitted without the prior written agreement by SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Name, Title
Contractor
Address
Address

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

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

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take

such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

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

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

23. Nondiscrimination Clause:

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age, or marital status. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

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

b. Establish a Drug-Free Awareness Program to inform employees about:

(1) The dangers of drug abuse in the workplace;

- (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement will:
- (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

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

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.
- b. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.
- c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from SACOG funds has been sought for these costs, and Contractor shall provide those records to SACOG upon request.

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.
- b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be

"consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

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

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

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

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

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

33. Ownership; Permission: Contractor represents and warrants that all materials used in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either produced and owned by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor. Contractor shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents, from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Campaign Contribution Disclosure: Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code Section 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

MIKE MCKEEVER
Executive Director

APPROVED AS TO FORM:

MILLER, OWEN & TROST
Legal Counsel to SACOG

RECOMMENDED BY:

Director

CONTRACTOR COMPANY

Name, Title

EXHIBIT “A”

Scope of Work

(Include detailed description of tasks to be performed and timing)

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)

EXHIBIT "B"
LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on SACOG consultant contracts)

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

As of April 23, 2008, the current members of the SACOG Board of Directors are:

Harold Anderson	Rusty Dupray	Susan Peters
Ruth Asmundson	Heather Fargo	Pierre Rivas
James Barrington	David Flory	Gene Resler
Christina Billeci	Jim Gray	Rocky Rockholm
Sherrie Blackmun	Lauren Hammond	Walt Scherer
Linda Budge	Kevin Hanley	Donald Schrader
Christopher Cabaldon	Peter Hill	James Shelby
Darryl Clare	Diane Hodges	Dan Silva
James Cooper	Roberta MacGlashan	Helen Thompson
Tom Cosgrove	Leslie McBride	
Roger Dickinson	Steve Miklos	

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

___ YES ___ NO

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

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

___ YES ___ NO

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

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to

know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

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