

**Mendocino Council of Governments**  
**ADDENDUM No. 1**  
**Request for Proposals (RFP)**  
**Mendocino County Sea Level Rise Roadway Impact Study**

Pursuant to the RFP issued by the Mendocino Council of Governments (MCOG) on January 6, 2025, the deadline to submit written questions was January 17, 2025. This Addendum addresses all questions received through that date.

**Question #1** – If a consultant team determines that completing the full scope of work exceeds the allocated budget, would it be acceptable to submit a proposal that includes alternative approaches to the tasks and identifies certain elements of the scope as 'optional' tasks? Additionally, can you confirm that submitting such a proposal would not disqualify the team from consideration?

Response: Yes, it would be acceptable to propose optional approaches to the project scope of work with varying budgets, provided they remain within the scope outlined in the RFP. When preparing your proposal, please note the cost proposal, which includes budget and resource allocation, is a component of the proposal scoring criteria.

**Question #2** – Is it correct to assume that this study will primarily focus on local roadways and not assess or develop strategies for segments of State Route 1, given its significance as a state-managed corridor?

Response: Yes, this study will focus on County and City streets and roads and will not include State routes.

**Question #3** – Will MCOG develop and manage the project website described in Task 7, or is the consultant responsible for its creation, hosting, and maintenance?

Response: The consultant is responsible for developing and temporarily hosting a project website until the project's completion. Upon project closure, MCOG will integrate the project study documents and deliverables, allowing for the termination of the project website.

**Question #4** – Could MCOG please provide Exhibit 1 – Sample Budget Format as referenced on page 13 of the RFP to ensure alignment with the required format?

Response: The Sample Budget Format (Exhibit 1) is attached to this addendum. Alternative budget formats are acceptable, provided they include all required information outlined in Section IV (H) Budget.

**Question #5** – Should the budget be prepared based on standard billing rates or cost-plus-fixed-fee rates? If cost-plus-fixed-fee rates are required, are there specific methodologies for calculating fully-weighted rates that must be followed?

Response: Exhibit 2 – MCOG’s Sample Contract is attached and will also be included with Addendum No. 2, along with other Exhibits. As referenced in the contract “*The method of payment shall be “Actual Cost Plus Fixed Fee,” also known as “Cost Reimbursement,” to include hourly rates plus non-salary expenses and fee (profit), in accordance with Consultant’s Cost Proposal, as attached hereto and made a part hereof in Exhibit B.*”

Exhibit 1 – Sample Budget Format is also attached. As referenced in the RFP, “*the methodology for calculating the fully-weighted rates for all personnel must be shown (e.g. labor, overhead rate, fringe, profit, etc.)*”, however MCOG does not have any mandatory methodology or format that must be followed.

**Question #6** – Can MCOG provide a map or similar information showing which areas and/or any already-identified coastal roads that need to be included in scope of work? This will aid us in scoping the Task 3 existing conditions data collection and Task 5 preliminary technical studies.

Response: A final list of at-risk roads has not yet been identified. Please refer to the Project Description in RFP which identifies potential at-risk roads. This list will be refined/modified in Tasks 3 and 4.

**Question #7** – Does MCOG expect that Task 5 include on-site/field investigations for the environmental, geological, cultural/archeological resources, and geotechnical studies? If so, can MCOG provide information to allow bidders to assume how many/where field investigations could be required?

Response: Field investigations should include boring and log of soils with lab analysis to provide a more accurate feasibility recommendation for repair options. Regarding environmental and cultural/archeological analysis, the grant program prohibits project delivery tasks including environmental studies, so the scope of this work would be limited to a review of known or apparent issues that may be expected and could affect feasibility/preferred improvement at each site.

An exact list of priority at-risk sites will be identified as part of this project. For purposes of proposal and budget development, consultants should state the number of sites assumed for their budget development. However, a minimum of five priority sites should be anticipated for the work in Task 5.

**Question #8** – What topographic survey data is available for the study area(s)? Should bidder scope include topographic surveys of subject roadways? If so, can MCOG provide information to allow bidders to assume how many/where surveys would be required?

Response: The only available recorded data at these locations is the USGS Topographic (40-foot contours). To determine the feasibility of potential solutions at some key priority sites, additional ground measurements of less than 40 feet (+/-) may be necessary on a case-by-case basis.

For instance, if the option is to retreat into component material and realign a road, then a rough determination of the cut bank or retaining structure height might require additional accurate cross-sections at key points. However, a detailed sitewide topographic survey may not be necessary—only enough to provide opinions on cost feasibility when compared to other options. For purposes of proposal and budget development consultants should indicate the extent of topographic surveying that is assumed.

**Question #9** – Can MCOG specify the expected level of detail (e.g., 10% design level) for any engineering/design of analyzed alternatives and/or the final recommended adaptation(s) for each subject roadway?

Response: The RFP does not specify the level of detail, however, Caltrans grant guidelines allow up to 30% design.

**Question #10** – Does the Task 4 scope include periodic meetings with community stakeholders in addition to the three public outreach workshops described in the task 4 deliverables list? If so, please specify.

Response: As stated in Task 4 of the RFP “In addition to these workshops, consultant shall propose a mix of in-person and virtual activities that allow for a diverse range of outreach methods (e.g., paper and electronic surveys, direct mailings, project website, pop-up events at local gatherings, etc.)... Opportunities for stakeholder engagement shall be made at the start, middle, and end of the project to obtain adequate public input.” Stakeholder specific engagement is expected in addition to the public workshops, however, the exact method of engagement is not specified. Note that Task 4 specifies organizations that should be included in a stakeholder list.

**Question #11** – Does Task 4 include consultant preparation and maintenance of a public-facing project website?

Response: A project website is listed as one of the outreach methods in Task 4. Task 7 states, “Consultant shall make the draft report available for public review on a to-be-developed project website, and appropriately advertise its availability.” It would be beneficial to the project and public to have the project website accessible to the public during the completion of Task 4.

**Question #12** – At which stage(s) of the project does MCOG expect the three public workshops to be held?

Response: Exact timing of the workshops can be determined at the time of kickoff, however, it is expected that they would take place prior to Task 5 so that input from the workshops can be used in the process of finalizing the list of locations to be assessed in Task 5.

**Question #13** – For Task 2-6 deliverables, please confirm if the workflow for these deliverables includes submittal of drafts to MCOG and/or TAG and subsequent revision/final submittal.

Response: Yes, MCOG wants to review all versions made available of the deliverables and drafts and will provide comment.

**Question #14** – How much time shall consultant assume for MCOG/TAG review of draft deliverables?

Response: Allowing a review period of one to three weeks, depending on the deliverable, should be sufficient.

**Question #15** – Will MCOG consolidate draft deliverable review comments from the various reviewers (including comments from TAG members) prior to providing them to the consultants?

Response: No, we expect the consultant to collect, evaluate and incorporate comments as they deem appropriate.

**Question #16** – Are there public comment periods that bidders need to account for in our schedule? If so, please specify which deliverables and duration of the comment period.

Response: Information and documents are expected to be available for public comment at various times in the project, such as prior to MCOG Board meetings. However, no set public comment period length has been established.

Alexis Pedrotti, Project Manager  
Mendocino Council of Governments  
[apedrotti@dbcteam.net](mailto:apedrotti@dbcteam.net)

*Dated 1/24/25*

**Sample Budget Format**  
**Mendocino Co. Sea Level Rise Roadway Impact Study**

Firm Name:		Personnel	B. Jones	B. Smith	C. White	A. Parker		Direct Costs	Direct Costs	
		Position/Title	Proj. Mgr	Sr Planner	Planner	Admin. Asst.	Total Hours	Amount	Description	Total
Task #	* Fully Loaded Hourly Billing Rate		\$170	\$150	\$130	\$100	Per Task			
1	Project Meetings		50	75	60	25	210	\$500.00	Travel	\$30,550.00
	<i>Subtotal</i>		\$8,500	\$11,250	\$7,800	\$2,500		\$500.00		\$30,550.00
2	Public Participation & Community Outreach									
	<i>Subtotal</i>									
3	Existing Conditions/Needs Assessment									
	<i>Subtotal</i>									
4	Research & Analysis									
	<i>Subtotal</i>									
5	Develop Recommendations									
	<i>Subtotal</i>									
6	Administrative Draft, Draft & Final Plans									
	<i>Subtotal</i>									
7	Presentations									
	<b>TOTAL</b>		<b>\$8,500</b>	<b>\$11,250</b>	<b>\$7,800</b>	<b>\$2,500</b>	<b>=SUM(G8)</b>	<b>\$500</b>		<b>\$30,550.00</b>

\* Show methodology for calculating fully-weighted billing rates

Additional columns may be added to list detailed subconsultant costs, or a separate page may be added

# MENDOCINO COUNCIL OF GOVERNMENTS

## PROFESSIONAL SERVICES AGREEMENT

[Project Name]

This Professional Services Agreement (“Agreement”) is entered into on [Date], by and between the Mendocino Council of Governments, hereinafter referred to as "MCOG" and [Company Name], hereinafter referred to as “Consultant.”

### RECITALS:

**MCOG** may retain independent contractors to perform special, technical, expert, or professional services. **Consultant** is equipped, staffed, licensed, and prepared to provide such services.

**MCOG** is lead agency for the [Project Name], hereinafter referred to as the "**Project**," funded by [grant name, funding source and amount/s] from the [State of California, Department of Transportation], hereinafter referred to as the "**State**." **MCOG** shall be responsible to **State** for the successful completion of this **Project**, as authorized by resolution of **MCOG**'s Board of Directors.

All services performed by **MCOG**, **Consultant** and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Mendocino laws, ordinances, regulations, and Caltrans' published manuals, including the approved grant application. In case of conflict between Federal, State and County of Mendocino laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Mendocino laws and regulations, respectively.

**MCOG** and **Consultant** agree as follows:

### 1. WORK TO BE PERFORMED

**Consultant** agrees to provide those services, tasks and products detailed in the attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by written agreement of **MCOG** and **Consultant**. [confirm Exhibits to be attached and label exhibits appropriately]

- Exhibit A: MCOG's Request for Proposals dated \_\_\_\_\_, with Attachments 1-6
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Rates of [Consultant] and Sub-consultants
- Exhibit D: Caltrans Local Assistance Procedures Manual Exhibit 10-J  
- Standard Contract Provisions for Sub-consultant/DBE Participation.

**Consultant** agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to

this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

## 2. PAYMENT FOR SERVICES

Compensation for services provided shall not exceed \$**[contract amount]** This shall include compensation for completing the tasks and products identified in **Exhibits A and B**. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve **Consultant** of responsibility to provide those tasks and products specified in the Exhibits.

**MCOG** shall pay **Consultant** for work satisfactorily completed in accordance with **Exhibits A and B** according to the process in Section 3 below. The method of payment shall be “Actual Cost Plus Fixed Fee,” also known as “Cost Reimbursement,” to include hourly rates plus non-salary expenses and fee (profit), in accordance with **Consultant's** Cost Proposal, as attached hereto and made a part hereof in **Exhibit B**.

## 3. INVOICES AND DISBURSEMENT

**MCOG** will pay **Consultant** no more often than monthly, based on itemized invoices for work completed, by task, including receipts and sufficient documentation of any direct expenses. Charges shall be shown to reflect hourly billing rates for all personnel labor. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices also shall include a narrative of work completed and documentation of any direct costs. **Consultant** mark-up of direct expenses or of subcontractor invoices are not allowable; therefore, **MCOG** will not pay **Consultant** for any such increases to actual costs incurred.

**MCOG** shall review invoices and may approve them for payment or adjust them after contact with **Consultant**. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in **Exhibit B**. **MCOG** will make payments within 30 days of receipt of **Consultant's** invoices, or as promptly as its fiscal system allows.

Ten percent (10%) of each invoice shall be retained by **MCOG**. This retention shall be released to **Consultant** within 30 days of receipt of final work deliverables and acceptance by **MCOG** as satisfactory and complete.

[DBE Option: “**MCOG** shall hold ten percent (10%) retainage of each invoice from **Consultant** and shall make quarterly incremental acceptances of portions of the contract work, and release retainage payments to **Consultant** based on these acceptances. **Consultant** shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment from **MCOG** as defined in Attachment D, Standard Contract Provisions for Sub-consultant/DBE Participation, Section 4(D).”]

Contractor shall make progress payments to its subcontractors, if any, no later than 10 days following receipt of payments by **MCOG**, in accordance with Section 7108.5 of the California Business and Professional Code, unless a longer period is agreed to in writing.

Any delay or postponement of payment over 30 days may take place only for good cause and with MCOG's prior written approval.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. MCOG will provide current information.

If MCOG substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both MCOG and Consultant.

#### 4. REPORTS

Due dates and milestones are detailed in **Exhibit B**. Preparation of deliverable work products detailed in **Exhibit B** shall be in formats acceptable to MCOG. MCOG will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverable products, until final reports and products are accepted by MCOG. Consultant shall provide deliverable products in both print and electronic formats as specified in **Exhibit B**.

#### 5. SERVICES OF MCOG

MCOG shall provide full information as to its requirements for performance of this Agreement, attached as **Exhibit A**. MCOG shall provide program guidance and appropriate monitoring of work task performance under this Agreement. MCOG shall place at the disposal of Consultant all available information pertinent to the project. MCOG will examine all studies, reports, or other submittals from Consultant and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

#### 6. TERM OF AGREEMENT

The term of this Agreement shall be from [start date—spelled out] to [end date]. Execution of this Agreement by MCOG shall constitute Consultant's authority to proceed immediately with the performance of the work described by **Exhibit B**, provided that evidence of insurance has been received by MCOG as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of MCOG by due dates listed in **Exhibit B**. Extensions of due dates shall be made only upon written authorization by MCOG. Consultant shall not be held responsible for delays caused by circumstances beyond its control.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

#### 7. PROJECT INSPECTION AND ACCOUNTING RECORDS



**Consultant** agrees that duly authorized representatives of **MCOG and State** shall have right of access to the **Consultant's** files and records relating to the **Project** and may review the work at appropriate stages during performance of the work. **Consultant** must maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at **Consultant's** offices during the contract period and thereafter for three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. (See also Section 13.)

#### 8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of **MCOG and State**.

**Consultant** is advised that Government Code Section 7550 states, “(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

“(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.”

[Opt.: “**MCOG** shall have unlimited future rights to use any models or computer programs which may be developed during the course of this study, and **MCOG** shall be exempt from any extra charge or license fee imposed by **Consultant** for such use, unless specifically identified in the proposal.”]

#### 9. TERMINATION

At any time **MCOG** may suspend indefinitely or abandon the project, or any part thereof, and may require **Consultant** to suspend the performance of its services. In the event **MCOG** abandons or suspends the project, **Consultant** shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should **MCOG** determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of **MCOG**, **Consultant** fails to perform or provide prompt, efficient and thorough service, or if **Consultant** fails to complete the work within the time limits provided, **MCOG** shall have the right to give notice in writing to **Consultant** of its intention to

terminate this Agreement. The notice shall be delivered to **Consultant** at least seven (7) days prior to the date of termination specified in the notice. Upon such termination **MCOG** shall have the right to take **Consultant's** studies, and reports insofar as they are complete and acceptable to **MCOG** and pay **Consultant** for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by **MCOG** due to the breach of this Agreement by **Consultant**. Said termination of the Agreement shall not relieve **Consultant** of its liability to **MCOG** for any damages, general or consequential, which **MCOG** may sustain as a result of **Consultant's** failure to satisfactorily perform its obligations under this Agreement.

## 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

**Consultant** shall indemnify and hold harmless **MCOG** and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of **Consultant**, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the **Consultant**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where **Consultant** is found to have caused the injury, damage, or loss only in part, **Consultant** shall hold **MCOG** harmless only to the extent **Consultant** caused the injury, damage, or loss. **MCOG** agrees to timely notify **Consultant** of any such negligence claim and to cooperate with **Consultant** to allow **Consultant** to defend such a claim.

**MCOG** shall indemnify and hold harmless **Consultant**, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between **Consultant** and **MCOG** and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of **MCOG** or its contractors or their respective employees, officers and agents.

## 11. INSURANCE

**Consultant**, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to **MCOG** for **MCOG's** protection, its elected or appointed officials, employees and volunteers, **Consultant** and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by **Consultant**, by its sub-consultants, or by anyone directly or indirectly employed by either of them.

**Consultant** shall provide to **MCOG** Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000  
Each Occurrence and Vehicle/Property Damage - \$250,000  
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property  
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily  
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits  
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, **MCOG**, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

**Consultant** shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by **MCOG**. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve **Consultant** for liability in excess of such coverage, nor shall it preclude **MCOG** from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, **Consultant** shall furnish to **MCOG** satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

**Consultant** shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

## 12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

**MCOG** relies upon the professional ability and stated experience of **Consultant** as a material inducement to entering into this Agreement. **Consultant** understands the use to which **MCOG** will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

**Consultant** will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

## 13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination. a) In the performance of work under this Agreement, **MCOG**, **Consultant** and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b) **MCOG**, **Consultant** and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **MCOG**, **Consultant** and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full.

c) **MCOG**, **Consultant** and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement.

d) **MCOG**, **Consultant** and its sub-consultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

[Federal Funding Option:]

[Disadvantaged Business Enterprise (DBE) Obligation. **MCOG**, **Consultant** and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

“The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”]

Title VI of the Civil Rights Act of 1964. **Consultant** agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, **Consultant** 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, 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.

Cost Principles. **MCOG, Consultant** and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. For more information, refer to: <https://www.ecfr.gov/>.

Record Retention and Audits. **MCOG, Consultant** and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by **MCOG** upon request, at no cost to State.

**MCOG, Consultant** and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (e.g. quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

#### 14. COMPLIANCE

**Consultant**, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Mendocino.

#### 15. INDEPENDENT CONSULTANT

Both **MCOG** and **Consultant** agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. **MCOG** shall compensate **Consultant** by payment of the gross amounts due to **Consultant**, and **Consultant** shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

#### 16. FINANCIAL INTEREST

**Consultant** covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **Consultant** further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

#### 17. SUCCESSOR AND ASSIGNMENTS

**MCOG** and **Consultant** each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither **MCOG** nor **Consultant** shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, **Consultant** reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of **Consultant**, the surviving member or members shall complete the professional services covered by this Agreement.

#### 18. NOTICES

Notices pursuant to this Agreement shall be served via certified United States mail, addressed to the parties as follows:

Nephele Barrett, Executive Director  
Mendocino Council of Governments  
525 South Main St., Suite B  
Ukiah, CA 95482

[Consultant Name, Title]  
[Consultant Company Name]  
[Address]  
[City, State, Zip]

#### 19. VENUE

The venue for this agreement shall be Mendocino County, California.

#### 20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this

Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

---

Nephele Barrett, Executive Director  
Mendocino Council of Governments

---

[Name, Title]  
[Consultant Company Name]

Federal ID No.: \_\_\_\_\_  
[provide Form W-9]