

**CONTRACT NUMBER 13-XXX-XX**

**AGREEMENT BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
AND CONSULTANT**

THIS AGREEMENT, made and entered into, by and between the Southern California Association of Governments, hereinafter referred to as “SCAG”, and [insert full name of Consultant], hereinafter referred to as “Consultant,” and collectively referred to herein as the “Parties.”

***RECITALS***

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization for Southern California. SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial;

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in many activities and projects that will require certain technical, professional, or support services from time to time;

WHEREAS, all obligations of SCAG under this Agreement are subject to the availability of Federal and State funds and enactment of the State of California (“State”) Budget Act. Thus, no payments may be made under this Agreement prior to the passage of the State Budget Act for any Fiscal Year;

WHEREAS, partial funds provided under this Agreement have been allocated pursuant to the State Transportation Development Act (TDA) for the purpose of transportation planning, *Cal. Util. Code Section 99233.2(b)(2)*;

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30;

WHEREAS, SCAG seeks to retain the services of Consultant to provide [general description of the services]; and,

WHEREAS, Consultant agrees to perform the services required by SCAG on the terms and conditions set forth below.

***TERMS OF AGREEMENT***

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Agreement Contents

This Agreement is comprised of these terms and conditions and any attached exhibits. Such terms and conditions are subject to change in the event requirements are changed by SCAG’s funding agencies. The Recitals to this Agreement are also incorporated herein by this reference. [If the source of funding is other than CPG (e.g., FAA), add references to appropriate grants, etc., and incorporate by reference]

2. Scope of Work

Consultant shall be responsible for the complete performance of the tasks described in the “Scope of Work,” Exhibit **A**, attached hereto and incorporated herein by this reference.

3. Term

- a. The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until **[insert end date]**, hereinafter referred to as the “Completion Date,” unless terminated earlier as provided herein.
- b. Services performed under this Agreement shall commence only upon issuance by SCAG to Consultant of a Notice to Proceed.

**[Delete the following clause if contract will complete on or before June 30, of the current Fiscal Year]**

- c. Consultant services and reimbursements beyond June 30<sup>th</sup> of each Fiscal Year are subject to the inclusion and funding agency approval of this project in the OWP for each Fiscal Year. Therefore, on June 30<sup>th</sup> of each Fiscal Year, the Consultant must suspend all work under this Agreement until an amendment allowing the work to continue has been fully executed by the Parties. In the event this project is not approved in the OWP for each Fiscal Year this Agreement shall terminate effective June 30<sup>th</sup> of the Fiscal Year funding was provided, as specified in the “Contract Funding/Expenditure Summary,” Exhibit **D**, attached hereto and incorporated herein by this reference.
- d. Time is of the essence in the performance of services under this Agreement.

4. Schedule and Staffing

- a. Consultant shall be responsible to SCAG for performing all services described in the Scope of Work in a timely manner as set forth in the “Schedule,” Exhibit **B**, attached hereto and incorporated herein by this reference.

**[If Firm Fixed Price Contract, delete “Line Item Budget” and replace with “Price Sheet.”]**

- b. Services described in the Scope of Work shall be performed by Consultant’s staff, subcontractors or other members of the project team, hereinafter referred to as “Subconsultant(s),” listed in the **“Line Item Budget,”** Exhibit **C**, attached hereto and incorporated by this reference. **There shall be no change in the designation of Consultant staff, Subconsultant(s), or any other information as identified in the Line Item Budget without the prior written approval of the SCAG Chief Financial Officer.** No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the SCAG Chief Financial Officer.

5. Compensation

- a. The maximum amount payable under this Agreement, including all expenses, shall not exceed **\$XXX,XXX**, subject to **Sections 3 (Term) and 6 (Funding Requirements)** of this Agreement.
- b. This is an Actual **Cost-Plus-Fixed Fee** Agreement. Consultant shall be paid the applicable

rate(s) in effect at the time the expense is actually incurred [in accordance with the Price Sheet, Exhibit C - For FFP Contracts].

**[Delete this section if contract will complete on or before June 30<sup>th</sup> of the current Fiscal Year.]**

- c. This is a multi-fiscal year contract. Unexpended funds are not automatically carried over into the next Fiscal Year.

**[Delete this section if contract will complete on or before June 30 of the current Fiscal Year.]**

- d. At this time it is anticipated that there shall be a budget for each Phase as follows, subject to Section 3c (Term):

Fiscal Year 2012-2013 anticipated budget for Phase I is \$XXX,XXX.

Fiscal Year 2013-2014 anticipated budget for Phase II is \$XXX,XXX.

**[Delete “attached hereto and incorporated herein by this reference” if Exhibit D was referenced in Section 3(c). ]**

**[If Firm Fixed Price Contract, delete “Line Item Budget” and replace with “Price Sheet.”]**

- e. For services rendered, Consultant shall receive funding in accordance with the “Contract Funding/Expenditure Summary,” Exhibit D, attached hereto and incorporated herein by this reference, and services shall be invoiced in accordance with the “Line Item Budget,” Exhibit C.
- f. Invoices for payment shall refer to the Project Number(s) as specified in the “Contract Funding/Expenditure Summary,” Exhibit D.

## 6. Funding Requirements

- a. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds for the total value of this Agreement, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- b. SCAG reserves the option to terminate this Agreement or to amend this Agreement to reflect any reduction in funds.

## 7. Project Manager

- a. Consultant shall coordinate all work pursuant to this Agreement with SCAG through the Project Manager. For purposes of this Agreement, SCAG designates the following Project Manager(s):

**[Insert name of SCAG Project Manager]**

SCAG Project Manager

(213) 236-XXXX

**[If applicable, insert name of Subregional Project Manager]**

Subregional Project Manager

**(XXX) XXX-XXXX**

SCAG reserves the right to change the above designation upon written notice to Consultant. The SCAG Project Manager shall review progress reports, approve invoices and determine whether the Consultant's performance under the Scope of Work has been satisfactorily completed.

- b. The Consultant designates the following Consultant Project Manager:

**[Insert name of Consultant Project Manager]**

Consultant Project Manager

**(XXX) XXX-XXXX**

**Insert any Key Personnel**

The Consultant shall not change the designation of the Consultant Project Manager **or other key personnel stated above** without the prior written approval of the SCAG Project Manager.

8. Assignment and Change in Ownership or Control

- a. Consultant shall not assign any interest in this Agreement, and shall not transfer the same, without written notification to and the prior written consent of SCAG in a form approved by the SCAG Chief Financial Officer.
- b. In the event of any change in ownership or control of Consultant's firm or Subconsultant's firm, Consultant shall provide written notification to SCAG and SCAG shall determine the impact on this Agreement, if any, of such change, and provide its response to Consultant within thirty (30) days from the date notification is received by SCAG.

9. Agreement Changes

- a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.
- b. SCAG may request, at any time, amendments to this Agreement and will notify the Consultant regarding such changes. Within ten (10) calendar days from the date of the written notice, Consultant shall notify SCAG of the impact of such changes on the Scope of Work, Schedule and Budget. Upon agreement between the Parties as to the required changes, an amendment to this Agreement shall be prepared regarding the same.

10. Invoicing for Payment

**[If Firm Fixed Price Contract, delete "Line Item Budget," and replace with "Price Sheet" if you are using a detailed milestone schedule (i.e. Subtask 1.1, 1.2, etc)]**

**For FFP**

- a. SCAG shall reimburse the Consultant as promptly as its fiscal procedures permit, upon receipt of invoices submitted in accordance with this Agreement.

For CPFF

- b. SCAG shall reimburse the Consultant as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Agreement. Such reimbursements shall be based upon actual eligible costs incurred by the Consultant consistent with the Scope of Work, Schedule, and **Line-Item Budget**.
- c. **In the event Consultant performs work after the Notice to Proceed but before the State Budget is approved, Consultant agrees that SCAG shall have no obligation to make payment for such work until after the State Budget is approved. No interest or other penalty shall be paid by SCAG.**
- d. Invoices for payment shall be submitted monthly **if FFP add upon task completion**. All Invoices shall be accompanied by one (1) original of the written, narrative Progress Reports. The Progress Reports shall describe the percentage and status of work completed, as identified in the Scope of Work, technical papers, draft documentation, and any completed products. The purpose of the Progress Reports is to allow SCAG to determine if the Consultant is completing the activities identified in the Scope of Work, in accordance with the agreed upon Schedule, and to provide opportunity to describe difficulties or special problems encountered so solutions can be developed.
- e. Invoices for payment shall be submitted by the last day of each month (“Invoice Due Date”). Invoices not received by SCAG within thirty (30) calendar days of the Invoice Due Date may be assessed a \$1,000 penalty per invoice, which shall be deducted by SCAG in the payment of the invoice.

**Use the following clause if contract will end on or before June 30<sup>th</sup> of the current fiscal year**

- f. Invoices for payment for services rendered prior to June 30, **201?** must be received by SCAG on or before July 21, **201?**. SCAG shall not be obligated for payment of invoices received after such date. The format and content of all such invoices shall comply with **Sections 11 (Invoicing Format and Content) and 33 (Cost Principles)** of this Agreement.

**Use the following section if contract will continue beyond June 30<sup>th</sup> of the current fiscal year.**

- g. Invoices for payment for services rendered prior to June 30<sup>th</sup> of each Fiscal Year, in which the funding was provided, as specified in the “Contract Funding/Expenditure Summary,” Exhibit **D**, must be received by SCAG on or before July 21 of each fiscal year. SCAG shall not be obligated for payment of invoices received after such date. The format and content of all such invoices shall comply with **Sections 11 (Invoicing Format and Content) and 33 (Cost Principles)** of this Agreement.
- h. Prompt Payment to Subconsultants: A Consultant or Subconsultant shall pay any sub-tier consultant for satisfactorily completed work no later than ten (10) days of receipt of each payment from SCAG. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with SCAG’s prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient subconsultant

performance, and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

#### 11. Invoicing Format and Content

- a. All invoices submitted to SCAG for payment shall be e-mailed to [accountspayable@scag.ca.gov](mailto:accountspayable@scag.ca.gov) (file cannot exceed 10MB).
- b. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
  - (1) SCAG's "Bill To" information as stated in the above paragraph "a." of this section;
  - (2) Invoice number and/or billing number specified by Consultant. The invoice number must be unique for each invoice submitted;
  - (3) Invoice date;
  - (4) Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
  - (5) Total amount due for the billing period;
  - (6) Contract Number, Purchase Order Number, Project/Task Number, and Vendor Number (as identified in Exhibit D or Notice to Proceed letter)
  - (7) Total Contract Value (as identified in Exhibit D); and
  - (8) SCAG Project Manager.

**[If Firm Fixed Price Contract, add sentence below highlighted in blue and delete entire section highlighted in yellow.]**

- c. All invoices shall specify the tasks/deliverables completed in accordance with the tasks/deliverables set forth in the Scope of Work and Price Sheet, using the format specified in Exhibit C2. All invoices shall be in the same format as the Line Item Budget, Exhibit C. Specific budget category detail is given below:
  - (1) Direct Labor and Fringe Benefits: All direct labor charges shall include the class of employee, rate per hour and number of hours.
  - (2) Consultant and any Subconsultant(s) charges: All Consultant invoices shall identify the name and address of the Consultant and any Subconsultant(s), the percentage of work completed as categorized in the Line Item Budget, the reimbursement rate, the total amount billed, and the date and amount paid by the Consultant.
  - (3) Indirect Costs: The basis for billing and billing rate shall be specified.
  - (4) Direct Costs: All direct costs billed must be specifically identified and supported with original receipts, invoices or statements. Any travel and subsistence costs must be reasonable and are limited to those rates paid to non-represented/excluded State employees under California's State Department of Personnel Administration rules, subject to changes posted at: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>. SCAG does not pay for the consultant's travel time. Any direct costs not specifically identified in Exhibit C, Line Item Budget, shall not be reimbursed.

- (5) Fixed Fee: The amount of Fixed Fee billed should be equal to the proportion of the Consultant work completed consistent with the Progress Report attached to each invoice, and in accordance with the Line Item Budget, Exhibit C.
- (6) Documentation: All costs charged to this Agreement by the Consultant shall be supported by the following documentation: time record including full timesheets or time cards (must account for the total activity for which each employee is compensated not just SCAG time), invoices and receipts evidencing in proper detail the nature of other charges, and any other documentation requested by SCAG. These costs shall be costs reasonable, allocable and allowable under Cost Principles cited in Section 33 of this Agreement.

12. Agreement Completion Retainer

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

13. Satisfactory Performance

Payment for services under this Agreement is contingent upon SCAG's determination that the performance of the Consultant has been satisfactory, in accordance with the Scope of Work and Section 40.

14. Penalty

- a. A ten percent (10%) penalty shall be imposed for each thirty (30) day calendar period beyond the Agreement completion date, as specified in Section 3 (Term) of this Agreement, if the complete product, as described in the Scope of Work, is not received and approved by SCAG by the completion date. Such penalty shall be based on the total value of the Agreement, and shall not be imposed if the delay is caused by SCAG.
- b. Notwithstanding the above paragraph, the Consultant may request an extension in writing, outlining the reasons for the delay and the new expected completion date. All such requests shall be submitted to the SCAG Chief Financial Officer, and if approved, shall require a written amendment to this Agreement fully executed by the Parties.

15. Quarterly Progress Reports

- a. The Consultant shall submit a Quarterly Progress Report to the SCAG Project Manager no later than five (5) days after the close of each quarter (i.e., for the first quarter, ending September 30, the deadline is October 5), describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the Project Number(s) as specified in the Contract Funding/Expenditure

**Summary,” Exhibit D.** In the submittal of Quarterly Progress Reports, the Consultant shall include eight (8), double-sided copies of all completed products, in a form determined by the SCAG Project Manager.

- b. SCAG reserves the right to deem incomplete any Quarterly Progress Report that does not sufficiently document the above-required information and may withhold payment of invoices submitted pending the submission of required documentation by the Consultant.
- c. The Consultant Project Manager shall meet with the SCAG Project Manager, as needed to discuss work progress.

16. Inspection of Work

The Consultant and any Subconsultants shall permit SCAG and any designee of SCAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

17. Written and Electronic Versions of Work Products and Related Work Materials

- a. For purposes of this Agreement, “Work Products” shall mean any deliverables, including reports, studies, modeling output, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. For purposes of this Agreement, “Related Work Materials” shall mean all materials obtained, created by or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include “Intellectual Property,” including but not limited to copyrights, test data, trade secrets, and confidential information.
- c. During or upon completion of the Scope of Work, Consultant shall deliver to the SCAG Project Manager all Work Products and Related Work Materials. Such materials shall be provided in both hard copy and electronic PDF format as follows:
  - (1) **Eight (8)** double-sided hard copies unless otherwise specified;
  - (2) Two (2) electronic PDF copies on CD-ROM, or other medium pre-approved in writing by the SCAG Project Manager;
  - (3) Two (2) electronic copies of all software (including source code, User’s Manual and full documentation in printed and electronic form), databases, and web materials;
  - (4) Two (2) double-sided hard copies and two (2) electronic copies of all material prepared for and used in presentations, including overhead, power point and hard copy presentations;
  - (5) Copies of all photographs taken at meetings, conferences, or project sites in conjunction with the work performed pursuant to this Agreement. High-resolution tiff or jpeg files from digital cameras are preferred. Files may be sent on ZIP disk or CD-ROM. Traditional photographic prints are also acceptable; and,
  - (6) Other Related Work Materials, as requested by the SCAG Project Manager.
- d. The electronic versions of all written materials and accompanying graphic images shall,



when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.

- e. Consultant shall apply reasonable quality assurance procedures in the development of software, and shall test all software prior to delivery to SCAG. Consultant shall provide to SCAG documentation of quality assurance procedures applied, and a complete record of the software testing performed.

**Delete all of clause “f” if the project is 100% TDA or local funded.**

- f. The title pages of all written Work Products produced under this Agreement shall include the following:

“Funding: The preparation of this report was financed in part through grants from the United States Department of Transportation (DOT).” [If Applicable]

**PROJECTS THAT ARE STATE-OTHER OR SP&R FUNDED USE:**

“Additional financial assistance was provided by the California State Department of Transportation.” or

**FOR PROJECTS WITH FEDERAL FUNDING USE:**

“The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.”

**[Delete “or DOT” of clause “g” if project is 100% TDA funded.]**

**For Compass Blueprint ONLY**

- g. (f) All written Work Products produced under this Agreement shall contain the following disclaimer in a separate section preceding the main body of the document:

This is a project for the City of TBD with funding provided by the Southern California Association of Governments’ (SCAG) Compass Blueprint Program. Compass Blueprint assists Southern California cities and other organizations in evaluating planning options and stimulating development consistent with the region’s goals. Compass Blueprint tools support visioning efforts, infill analyses, economic and policy analyses, and marketing and communication programs.

The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) through the U.S. Department of Transportation (DOT) in accordance with the provisions under the Metropolitan Planning Program as set forth in Section 104(f) of Title 23 of the U.S. Code.

The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views

or policies of SCAG, DOT or the State of California. This report does not constitute a standard, specification or regulation. SCAG shall not be responsible for the City's future use or adaptation of the report."

**Delete the following if this is a Compass Blueprint Project**

- h. All written Work Products produced under this Agreement shall further contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of SCAG or DOT. This report does not constitute a standard, specification or regulation."

**[Insert the following four clauses as determined applicable by the SCAG Project Manager].**

- i. Geographic Information System (GIS), spatial data, and databases provided to SCAG pursuant to this Agreement shall be accompanied by metadata conforming to the requirements specified in **Exhibit E**, "Spatial Data/Metadata Requirements," attached hereto and incorporated herein by this reference.
- j. Graphics products must conform to the requirements specified in Exhibit F, "Graphics Requirements for Consultants", attached hereto and incorporated herein by this reference.
- k. Web material prepared or acquired under this Agreement shall conform to the requirements specified in **Exhibit G**, "Web Policies and Guidelines for Consultants", attached hereto and incorporated herein by this reference.
- l. Mapping prepared or acquired under this Agreement shall conform to the requirements specified in Exhibit H, "Mapping Guidelines for Consultants", attached hereto and incorporated herein by this reference.

18. Ownership, Confidentiality, and Use of Work Products

- a. All Work Products and Related Work Materials including Intellectual Property, as defined in **Section 17, Subsections a and b (Written and Electronic Versions of Work Products and Related Work Materials)**, respectively, of this Agreement, shall become the property of SCAG, and all publication rights are reserved to SCAG. The Consultant shall not copyright Work Products or Related Work Materials.
- b. Related Work Materials including Intellectual Property obtained by Consultant pursuant to a third party agreement and related to the services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.
- c. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to such materials. Consultant shall notify SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.
- d. Consultant shall assign and does hereby assign to SCAG all rights, title and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents

necessary to protect SCAG's rights to the Intellectual Property.

- e. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- f. The Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of SCAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Consultant treats its confidential information, but in no case less than reasonable care.
- g. Upon termination of this Agreement or when requested to do so by SCAG, Consultant shall erase all copies of Work Products and Related Work Materials from its computers.
- h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. SCAG shall determine the disposition of all such property upon completion or termination of this Agreement.
- i. SCAG may utilize any Work Products or Related Work Materials provided by Consultant pursuant to this Agreement, in any manner which SCAG deems appropriate without additional compensation to Consultant.

19. Termination

**[Delete clause (a.) if contract will complete on or before June 30, of the current Fiscal Year – Renumber the clauses as necessary]**

- a. Termination Resulting from Lack of Approval in the OWP

In the event that the work provided for under this Agreement is not approved in the next OWP, the subsequent OWP, or OWP Amendments, this Agreement, as provided in **Section 3 (Term)**, is deemed to be terminated effective June 30th of the applicable Fiscal Year.

- b. Termination for Convenience of SCAG

SCAG may terminate this Agreement at any time by giving notice to the Consultant of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of SCAG, become SCAG's property. If this Agreement is terminated by SCAG, as provided herein, SCAG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

c. Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, SCAG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of SCAG, become SCAG's property.

20. Compliance with Laws, Rules, and Regulations

Consultant shall perform all services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

21. Independent Contractor

The Consultant agrees to provide the services set forth in this Agreement in the capacity of an independent contractor and neither the Consultant nor any of its employees or agents shall be considered to be an employee or agent of SCAG.

22. Conflict of Interest

- a. Consultant and any of its sub-consultants (regardless of the sub-tier) agrees to abide by the SCAG Conflict of Interest Policy as it applies to "consultants," as defined under the SCAG Conflict of Interest Policy, posted at: [http://scag.ca.gov/business/downloads/COI\\_policy.pdf](http://scag.ca.gov/business/downloads/COI_policy.pdf).
- b. Consultant further agrees that during the term of this Agreement, it shall not accept employment from any other person, firm or corporation where such is a conflict of interest or where it is likely to lead to a conflict of interest between SCAG's interest and the interest of such person, firm or corporation or any other third party.

23. Contingency Fees or other Unlawful Consideration

- a. The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, SCAG has the right in its sole discretion to terminate this Agreement with its only obligation to pay for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.
- b. The Consultant further warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any SCAG employee. For breach or violation of this warranty, SCAG shall have the right, in its

discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

24. Release of Information

Consultant shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of the Chief Financial Officer.

25. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

26. Indemnity

**Use the following indemnification provisions for contracts that do not involve A&E, design or construction related type of contracts (such as one with an architect, design engineer, etc.)**

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.
- b. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless SCAG, its members, officers, Regional Council Board members, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent caused in whole or in part by any intentional, negligent or wrongful act, error or omission of Consultant, its agents, employees, or subconsultants arising out of the performance of professional services under this Agreement.
- c. For all other services performed by Consultant pursuant to this Agreement, the Consultant shall indemnify, defend and hold harmless SCAG, its members, officers, employees and agents from and against any liability where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant, its agents, employees or subconsultants.
- d. Consultant shall defend, indemnify, and hold harmless SCAG, its members, officers, Regional Council Board Members, employees and agents against any and all claims against SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to this Agreement or that SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

**Use the following indemnification provisions for contracts that involve A&E, design or construction (such as one with an architect, design engineer, etc.)**

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.

- b. Consultant shall indemnify and hold harmless SCAG, its members, officers, Regional Council Board members, employees and agents from an against all claims, suits or causes of action for injury to any person or damage to any property to the extent caused by its willful misconduct, recklessness and negligent acts arising out of its performance of work under this Agreement. Consultant will reimburse SCAG for any defense costs incurred to the extent attributable to Consultant's willful misconduct, recklessness and negligent acts.
- c. For all other services performed by Consultant pursuant to this Agreement, the Consultant shall indemnify, defend and hold harmless SCAG, its members, officers, employees and agents from and against any liability where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant, its agents, employees or subconsultants.

27. Non-Discrimination/Equal Employment Opportunity

- a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.

Consultant shall ensure, and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Consultant shall comply and ensure that its Subconsultant(s) 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 a part hereof as if set forth in full.

Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- b. The Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation (DOT), 49 C.F.R Part 21 and 23 C.F.R. Part 200; hereinafter referred to as "DOT regulations,") and 49 C.F.R Part 26, which are herein incorporated by reference and made a part of this Agreement. Wherever the term "Contractor" appears therein, it shall mean Consultant.
- c. Consultant shall permit and shall require its Subconsultant(s) to 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 the State to investigate compliance with this

Section.

- d. Solicitations for Subconsultant(s), Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the DOT regulations relative to nondiscrimination.
- e. Sanctions for Noncompliance: Failure by the Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as SCAG may determine to be appropriate, including, but not limited to:
  - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
  - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of the provisions of "a" through "e" of this section. The Consultant shall take such action with respect to any subcontract or procurement as SCAG may direct as a means of enforcing such provisions including sanctions for noncompliance.

**Remove this clause and Exhibit I if the project is 100% TDA funded or is not federally funded**

28. Disadvantaged Business Enterprise (DBE)

- a. The Consultant and its Subconsultant(s) 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 [REDACTED] - assisted contracts **or in the administration of SCAG's DBE Program**. 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 SCAG deems appropriate.

**[Delete highlighted paragraph if there is no Subconsultants]**

- b. It is the policy of SCAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. **Consultant and its Subconsultants shall comply with the requirements of 49 CFR Part 26 and with SCAG's DBE Program, as amended.**
- c. A "DBE Information Form" is attached hereto and incorporated herein by this reference as **Exhibit I**. Even if no DBE participation will be reported, the Consultant shall complete and sign such form at the time this Agreement is executed.

**[Delete this entire paragraph if there is no Subconsultants]**

- d. During the period of this Agreement, the Consultant shall maintain records of all applicable subcontracts advertised and entered into germane to this Agreement, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subconsultant or vendor, and the total dollar amount actually paid each DBE Subconsultant or vendor. Upon completion of the Agreement, regardless of whether DBE participation is obtained, a

summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by SCAG.

29. Records Retention and Audits

**Is the project 100% TDA funded? If yes, then delete following clause.**

**If the project is not 100% TDA funded keep/use the clause.**

- a. The Consultant and its Subconsultant(s) shall maintain all source documents, books, and records connected with their performance of this Agreement for a minimum of four (4) years from the date that SCAG makes final payment to the Consultant or until audit resolution is achieved for each annual OWP Agreement (between SCAG and Caltrans), whichever is later, and all other related, pending matters are closed.

**Is the project 100% TDA funded? If yes keep/use the following clause.**

**If the project is not 100% TDA funded delete the clause.**

- b. The Consultant and its Subconsultant(s) shall maintain all source documents, books, and records connected with their performance of this Agreement for a minimum of four (4) years following the close of SCAG's Fiscal Year.
- c. Consultant shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate the costs of the applicable Project Number(s) by line item and produce Quarterly Reports which clearly identify reimbursable costs and other expenditures related to such Project Number(s).

**Is the project 100% TDA funded? If yes delete the following clause.**

**If the project is not 100% TDA funded keep/use the clause.**

- d. Upon request, at any time during normal business hours and as often as SCAG, State of California Department of Transportation (Caltrans), Bureau of State Audits, or other State and Federal agencies or any duly authorized representative may deem necessary, the Consultant shall make available for examination all of its records with respect to all matters covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls (including time sheets or timecards), personnel records, conditions of employment and other records relating to all matters covered by this Agreement. Such records and access to the facilities and premises of the Consultant shall be made available during the period of performance of this Agreement, and for four (4) years from the date that SCAG makes final payment to the Consultant or until audit resolution is achieved for each annual OWP Agreement (between SCAG and Caltrans), whichever is later, and all other related, pending matters are closed.

**Is the project 100% TDA funded? If yes keep/use the following clause.**

**If the project is not 100% TDA funded delete the clause.**

- e. Upon request, at any time during normal business hours and as often as SCAG, The State Controller, County Auditors (in SCAG region), or other government agencies or any duly authorized representative may deem necessary, the Consultant shall make available for examination all of its records with respect to all matters covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other records relating to all matters covered by this Agreement. Such records and access to the facilities and premises of the Consultant shall be made available during the period of performance of this Agreement, and for a minimum of four (4) years following the close of SCAG's Fiscal Year.



- f. The Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

30. Federal and State Lobbying Activities Certification

- a. By signing this Agreement, the Consultant certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of SCAG, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
- c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31 U.S.C. 1352.

**[Delete if contract is under \$100,000]**

- d. The Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subconsultants shall certify and disclose accordingly.

31. Certifications and Assurances

- a. Consultant shall adhere to the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to Consultant to the same extent as SCAG and may include, but are not limited to:
  - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
  - (2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
  - (3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).

- b. Consultant shall additionally comply with the requirements contained in the annual FTA “Certifications and Assurances for FTA Assistance,” including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53; published annually in SCAG’s OWP. Such assurances shall apply to Consultant to the same extent as SCAG, and include but are not limited to the following areas:
  - (1) Standard Assurances
  - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
  - (3) Drug Free Work Place Agreement
  - (4) Intergovernmental Review Assurance
  - (5) Nondiscrimination Assurance
  - (6) DBE Assurance
  - (7) Nondiscrimination on the Basis of Disability
  - (8) Certification and Assurances required by the U.S. Office of Management and Budget
- c. The Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

32. Contract Award

In accordance with Title 49 CFR 18, Section 18.36 and state law and procedures, all Subconsultant contracts containing funds provided under this Agreement are required to be competitively bid and awarded consistent with Local Program Procedures 00-05 (Pre-award Audit Requirements and Consultant Procurement) or successors thereto.

33. Cost Principles

- a. Consultant agrees to comply with the following:
  - (1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., 2 CFR Part 225 (Office of Management and Budget Circular A-87), “Cost Principles for State, Local, and Indian Tribal Governments,” shall be used to determine the allowability of individual project cost items, and
  - (2) the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- b. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 225 (OMB Circular A-87); 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due SCAG within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, SCAG is authorized to withhold future payments

due Consultant.

- c. Consultant agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

34. Stop Work

- a. SCAG may, at any time, by written Stop Work Order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Consultant, and for any further period to which SCAG authorizes. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within ninety (90) days after a Stop Work Order is delivered to the Consultant, or within any extension of that period by SCAG, SCAG shall either:
  - (1) Cancel the Stop Work Order; or
  - (2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause of this Agreement.
- b. If a Stop Work Order is issued under this section, SCAG shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Agreement shall be modified, in writing, accordingly.

35. Flow-Down Provisions

Any subcontract, of any tier entered into by the prime consultant as a result of this Agreement shall be written, executed subsequent to the prime consultant executing its contract with SCAG within a reasonable time, and shall contain the following provisions of this Agreement:

- Section 6 (Funding Requirements);
- Section 10 (Invoicing for Payment);
- Section 11 (Invoicing Format and Content);
- Section 13 (Satisfactory Performance)
- Section 15 (Quarterly Progress Reports);
- Section 16 (Inspection of Work);
- Section 17 (Written and Electronic Version of Work Products and Related Work Materials);
- Section 18 (Ownership, Confidentiality, and Use of Work Products);
- Section 19 (Termination);
- Section 20 (Compliance with Laws, Rules, and Regulations);
- Section 21 (Independent Contractor);
- Section 22 (Conflict of Interest);
- Section 23 (Contingency Fees or other Unlawful Consideration);
- Section 24 (Release of Information);
- Section 25 (Disputes);
- Section 26 (Indemnity);

Section 27 (Non-Discrimination/Equal Employment Opportunity);  
Section 28 (Disadvantaged Business Enterprise);  
Section 29 (Records Retention and Audits);  
Section 30 (Federal and State Lobbying Activities Certification);  
Section 31 (Certifications and Assurances);  
Section 32 (Contract Award); and  
Section 33 (Cost Principles)

Upon SCAG’s request, the consultant shall provide SCAG a copy of any subconsultant agreement.

**[Insert the following subsection only if source of funding for the contract is other than CPG.]** This Agreement is funded in part, by the [insert name of Grant Agreement, e.g., Federal Aviation Administration (FAA), under Agreement Number DTFA08-02-C-21452 to conduct metropolitan plan study, Phase 1 (Regional Airspace Study and Continuous Aviation System Planning including Regional Transportation Plan Update and Implementation) between SCAG and the FAA, (“Grant Agreement”)], Exhibit H. Consultant shall comply with, and require Subconsultants and third party (sub-tier) consultants to comply with and carry out the purposes and provisions of the Grant Agreement.

36. Notice

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

**Basil Panas**  
**Chief Financial Officer**  
Southern California Association of Governments  
818 West Seventh Street, 12<sup>th</sup> Floor  
Los Angeles, California 90017-3435

Phone: (213) 236-1817  
FAX: (213) 236-1941

**[Insert Consultant Contact Name]**  
**[Title of Contact Person]**  
[Company]  
[Address]  
[City, State Zip Code]

Phone:  
FAX:

37. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

38. Jurisdiction and Venue

This Agreement shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

39. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

40. Standard of Care

Consultant shall perform the services under this Agreement in accordance with generally accepted industry standards, practices, and principles applicable to such services. Without waiver of SCAG's other rights or remedies, SCAG may require Consultant to re-perform any of said services which were not performed in accordance with these standards at no cost to SCAG.

41. Insurance

Consultant shall procure and maintain throughout the Term of this Agreement the minimum required insurance, as set for below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subcontracts, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
  - (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
  - (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.
- c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) SCAG, its subsidiaries, officials and employees are to be covered as additional insureds, excluding automobile coverage, as respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its members, subsidiaries, officials and employees.
  - (2) For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects SCAG, its members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Consultant's insurance and shall not contribute with it.
  - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its members, subsidiaries, officials and employees.
  - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation. Delete if this is either an A&E or a Construction Contract
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are

to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

42. Force Majeure

Neither SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control of SCAG or Consultant.

43. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written amendment thereto.

44. Execution of Agreement or Amendment

This Agreement, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this Agreement or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

45. Effective Date

The Effective Date of this Agreement shall mean the date (meaning the last date indicated below) that the Parties have fully executed this Agreement.

IN WITNESS WHEREOF, The Southern California Association of Governments and [insert Name of Consultant] have caused this Agreement to be executed by their duly authorized representatives.

Southern California Association of Governments  
("SCAG")

[insert Company's Name  
("Consultant")

\_\_\_\_\_  
Basil Panas  
Chief Financial Officer

\_\_\_\_\_  
[insert Name of Person  
Title of Person – authorized to bind/sign  
for the company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Legal Form:

\_\_\_\_\_  
Joanna Africa  
Chief Counsel/Director of Legal Services



**EXHIBIT A**  
**Scope of Work**

## Exhibit A – Scope of Work

Insert Scope of Work here

**EXHIBIT B**  
**Schedule**

**Exhibit B – Schedule**

Insert schedule here

**EXHIBIT C**  
**Line Item Budget**

## Exhibit C – Line Item Budget

Consultant: ABC Company  
 1234 Main Street, Suite 100  
 Los Angeles, CA 90000  
 (213) 555-5555

Title of RFP: \_\_\_\_\_

RFP Number: \_\_\_\_\_

Cost Categories	Maximum Hourly Rate	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Task 9		Task 10		Grand Total (All Tasks)	
		TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
<b>Direct Labor Classification(s):</b>																							
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
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	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
<b>Subtotal - Direct Labor</b>		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>Overhead &amp; Fringe (inc. G&amp;A):</b>																							
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal - Overhead &amp; Fringe (inc G&amp;A):</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Fixed Fee</b>																							
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal - Fixed Fee:</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Other Direct Costs ( ODCs)</b>																							
Travel	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Printing – Directly Chargeable Only	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Other	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Other	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
<b>Subconsultant(s)*</b>																							\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
<b>Subtotal - ODCs:</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Grand Total</b>		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0

\* if you anticipate the use of subconsultants, use a copy of this template to identify subconsultant cost detail by task in a similar fashion and input final figures under each subconsultant (Hours & Amount by tasks involved)

**Note: SCAG intent is to pay upon task completion. However, proposers may propose a payment schedule for SCAG’s consideration. Also SCAG does not allow the Prime any mark up on subconsultant costs.**

## Exhibit C1 - Price Sheet

SCAG shall pay the consultant a firm fixed price for each task, upon its completion (a percentage of complete can be negotiated). The price quoted must be all inclusive (i.e., direct labor, overhead, fringes, fee, Other Direct Costs...)

Tasks No.	Task Description	Cost	Percentage of overall Price
<b>1</b>	TBD (e.g. General Administration, Task Meetings)		
<b>2</b>	TBD		
<b>3</b>	TBD		
<b>4</b>	TBD		
	Add or delete more rows as necessary		
	Total Cost:		

### Exhibit C1 – Consultant’s Cost Breakdown<sup>1</sup>

	Staff Member	Hourly Rate (fully burdened)	Total Hours	Total Cost
1).	Prime Staff - Name, Title			
2).				
3).				
4).				
5).				
6).	Sub Staff - Name, Title			
7).				
8).				
9).				
10).				
	<b>Direct Labor Sub Total:</b>			
	Prime - Other Direct Cost (with no mark-up)			
	Sub 1 - Other Direct Cost (with no mark-up)			
	Sub 2 - Other Direct Cost (with no mark-up)			
	<b>ODC’s Sub Total:</b>			
	<b>Cumulative Total</b>			

<sup>1</sup> This Exhibit C1 is provided for cost/price analysis purposes. Actual costs may vary so long as the total cost does not exceed the price you propose.

Breakdown of Other Direct Costs

Prime, Consultant:

**Examples**

4 trips, air fare @ \$377 = \$1,508

4 trips: travel to/from airports = \$760

9 nights hotel @\$110 = \$990

10 days per diem @ \$34 = \$306

Total: \$3,600

**Sub 1:**

4 trips, air fare @ \$278 = \$1112

4 trips: travel to/from airports = \$760

12 nights hotel @\$110 = \$1320

12 days per diem @ \$34 = \$408

Total: \$3,600

**Sub 2:**

4 trips, air fare @ \$235 = \$940

4 trips: travel to/from airports = \$760

7 nights hotel @ \$110 = \$770

10 days per diem @ \$34 = \$340

Total: \$2,800



**Exhibit C2**  
**Fixed Price Contract Invoice Format**

<b>Firms Name:</b>	
<b>Address Line1:</b>	
<b>Address Line 2:</b>	
<b>Contact Phone Number:</b>	
<b>E-mail:</b>	
<b>SCAG Contract #:</b>	
<b>SCAG Project Title:</b>	
<b>SCAG Project/Task #:</b>	

<b>Deliverable Number</b>	<b>Deliverable Description</b> (attach Progress Report to support each)	<b>Milestone Payment Amount</b>
1		\$13,429
2		
3		
4		

**EXHIBIT D**  
**Contract Funding/Expenditure Summary**

**Exhibit D - Contract Funding/Expenditure Summary**

**1 Original (base) Award:**

Contract Number	Project Number	Funding Period		Funding		Funding Amount	Expenditure Amount
		From	To	Source	%		
13-???-C1	070.SCGC5.2	07/01/12	06/30/13	FHWA	88.53	\$300,000	TBD
	810.SCGC3.2	07/01/12	06/30/13	TDA	11.47	\$100,000	TBD

**2 Amendment(s):**

#	Project Number	Funding Period		Funding		Funding Amount	Expenditure Amount
		From	To	Source	%		
1	810.SCGC3.2	07/01/12	06/30/13	FHWA	88.53	\$100,000	TBD
2	810.SCGC3.2	07/01/12	06/30/13	TDA	11.47	\$50,000	TBD
<b>Total Contract Funding Amount to Date:</b>						<b>\$550,000</b>	
<i>This total is a cumulative of the numbers shaded in grey above.</i>							
<b>Total Contract Value to Date:</b>						\$550,000	

**3 Purchase Order Number:**           ???

**EXHIBIT E**  
**Spatial Data/Metadata Requirements**

## Exhibit E - Spatial Data/Metadata Requirements

The following are fields required for documentation of data received by SCAG. The metadata documentation follows that presented in FGDC-STD-001-1998 “Content Standard for Digital Geospatial Metadata,” commonly referred to as the FGDC standard.

<http://www.fgdc.gov/metadata>

A number of these metadata fields require prior consideration between SCAG and contractors before data acquisition or collection begins. These are:

### 1. Progress

SCAG requires that a contractor indicate the anticipated progress of all datasets upon project completion. Explanations should be prepared for any datasets that are not complete at the close of the contract.

### 2. Access Constraints

Any anticipated constraints on access to datasets need to be documented and agreed to by SCAG before data collection or acquisition begins. Any licensing requirements should be spelled out here.

### 3. Use Constraints

Any anticipated constraints on use of data sets need to be documented and agreed to by SCAG before data collection or acquisition begins. Any licensing requirements should be spelled out here.

### 4. Security Classification

Any anticipated sensitivities of the data set or security implications of the dataset need to be documented and agreed to by SCAG before data collection or acquisition begins. This applies to general sensitivity issues and not strictly national security classification systems. For example, SCAG needs to know that the data being collected is sensitive to the extent that it should not be displayed at large scales on the Internet.

### 5. Native Data Set Environment

The data set format needs to be documented and agreed to by SCAG before data collection or acquisition begins. SCAG works primarily with standard ESRI formats like shapes and coverages.

### 6. Attribute Accuracy Value

The accuracy of attributes needs to be documented and agreed to by SCAG before data collection or acquisition begins. For example, if elevations are being collected SCAG needs to be informed that they will be plus or minus 50 feet.

### 7. Horizontal Positional Accuracy Value

The horizontal positional accuracy needs to be documented and agreed to by SCAG before data collection or acquisition begins. For example, if point locations are being recorded from a GPS receiver, SCAG needs to be aware that 90% of the points are within 30 meters of true ground position.

### 8. Source Currentness Reference

SCAG needs to be informed if the currentness reference is not ground condition. The currentness reference is the basis on which the time period content is determined. The date of the data set can be based on a number of things such as publication date, release date, or delivery date. An example

## Exhibit E - Spatial Data/Metadata Requirements

would be the 2000 Thomas Brothers centerline file. The date usually associated with this file is the year indicated on the “Thomas Guide” that the digital data was used to create. It is much more likely that the data actually represents some time in 1999, since the books came out in time for Christmas 1999. The currentness reference in this case could be Thomas Guide title date.

### 9. Horizontal Coordinate System Definition

SCAG needs to know and agree to the data projection. It would be very unusual to accept a projection that does not have standard parameters. Data will most often be required in North American Datum 1983 UTM zone 11. The parameters for this projection are:

Projection: Transverse Mercator  
Parameters  
False Easting 500000.0000000  
False Northing: 0.0000000  
Central Meridian: -117.0000000  
Scale\_Factor: 0.999600000  
Latitude of Origin: 0  
Linear Unit: Meter (1.000)  
Geographic Coordinate System:  
Name: GCS\_North\_American\_1983  
Angular Unit: Degree (0.017453292519943295)  
Prime Meridian: Greenwich (0.000000000000)  
Datum: D\_North\_American\_1983  
Spheroid: GRS\_1980  
Semimajor Axis: 6378137.000000000000  
Semiminor Axis: 6356752.314140356100  
Inverse Flattening: 298.2572221010000200

SCAG also requires all codes used in any spatial data set to be provided in an agreed upon electronic format.

**The FGDC standard for data documentation is a very complete standard covering every kind of spatial data. What follows are the items for metadata documentation in datasets typically received at SCAG. Generally SCAG receives data pertaining to phenomena on the earth’s surface in a vector form of points, lines, or polygons. Other types of data, which might include such forms as raster data and imagery data or some theme as subsurface water depth, would require reconsideration of some of the specific items required. The types of metadata information outlined at the first and second levels below are required of all data.**

**The outline numbers are from FGDC-STD-001-1998 “Content Standard for Digital Geospatial Metadata.” The actual fields that require input are underlined**

### 1. Identification Information

#### 1.1 Citation

## Exhibit E - Spatial Data/Metadata Requirements

### 1.2 Description

1.2.1 **Abstract** – Brief narrative summary of the dataset (Required)

1.2.2 **Purpose** - Intentions for which the dataset was acquired/developed (Required)

1.2.3 **Supplemental Information** – Any information not elsewhere documented that will give insight into the dataset. (Optional)

### 1.3 Time Period of Content

### 1.4 Status

1.4.1 **Progress** – The state of the data set. An explanation is required if the final progress for a dataset received due to a contract is not “Complete.” (Required).

1.4.2 **Update Frequency** – The frequency with which changes to the dataset are made (Required).

### 1.5 Spatial Domain

#### 1.5.1 Bounding Coordinates

1.5.1.1 **West** - Most Western boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.2 **East** - Most Eastern boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.3 **North** – Most Northern boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.4 **South** – Most Southern boundary (Required - – SCAG will accept in Projection Units if a standard projection used).

### 1.6 Keywords

#### 1.6.1 Theme

1.6.1.2 **Theme keyword/s** – Keyword or words describing theme (Required)

#### 1.6.2 Place

1.6.2.1 **Place keyword/s** – Keyword or words describing location (Required)

1.7 **Access Constraints** – Restrictions and legal prerequisites for accessing the dataset (Required)

## Exhibit E - Spatial Data/Metadata Requirements

**1.8 Use Constraints** – Restrictions and legal prerequisites for using the data after access is granted (Required).

### 1.9 Point of Contact

### 1.12 Security Information

**1.12.2 Security Classification** – Any restrictions imposed by national security concerns. Must be agreed upon before data acquisition. SCAG will accept non-traditional evaluations of confidentiality that a contractor may deem appropriate. A dataset for example may be classified “may be inappropriate for display on Internet at large scales.” These evaluations are for security concerns not data quality concerns. (Required)

**1.13 Native Data Set Environment** – Software and format in the producers processing environment. The contractor is considered the producer even if data has been acquired from another source. (Required)

## 2. Data Quality Information

### 2.1 Attribute Accuracy

**2.1.1 Attribute Accuracy Report** – an explanation of the accuracy of assigned values in the data set (if applicable)

#### 2.1.2 Quantitative Attribute Accuracy Assessment

**2.1.2.1 Attribute Accuracy Value** – an estimate of the accuracy assigned values in the data set (if applicable)

**2.1.2.2 Attribute Accuracy Explanation** – and identification of the test that produced the Attribute Accuracy Value (if applicable)

### 2.4 Positional Accuracy

#### 2.4.1 Horizontal Positional Accuracy

**2.4.1.1 Horizontal Positional Accuracy Report** – an explanation of the accuracy of the horizontal coordinate measurements (if applicable)

#### 2.4.1.2 Quantitative Horizontal Positional Accuracy Assessment

**2.4.1.2.1 Horizontal Positional Accuracy Value** – numeric value assigned to summarize the accuracy of the horizontal coordinate measurements (Required)

**2.4.1.2.2 Horizontal Positional Accuracy Explanation** – the test that produced the Horizontal Positional Accuracy Value (if applicable)



## Exhibit E - Spatial Data/Metadata Requirements

### 2.5 Lineage

#### 2.5.1 Source Information

##### 2.5.1.1 Source Citation

**2.5.1.2 Source Scale Denominator** – the denominator of the representative fraction of the source map or the scale representative of the accuracy of the digital product (e.g. a scale of 1:24,000 is 24000) (Required)

**2.5.1.3 Type of Source Media** – media of the source dataset (if applicable - digitized data would have the Type of Source Media reported as “paper”)

##### 2.5.1.4 Source Time Period of Content

**2.5.1.4.1 Source Currentness Reference** – The basis on which the time period content (9.1.1 Calendar Data, or 9.3.1 Beginning Date/9.3.3 Ending Date) is determined. Most acceptable is “ground condition.” This feature/condition existed on the ground in the time period specified. Other currentness references (publication date, date acquired from agency,) need to be discussed with SCAG. (Required).

### 3. Spatial Data Organization Information

**3.1 Indirect Spatial Reference** – name of means through which locations are referenced in the dataset. Pertains to mechanisms like geocoding addresses or linear referencing systems. (if applicable)

**3.2 Direct Spatial Reference** – type of object used to represent space in the data set (e.g. Point, Line, Polygon) (Required)

### 4. Spatial Reference Information

#### 4.1 Horizontal Coordinate System Definition

##### 4.1.1 Geographic

**4.1.1.1 Geographic Coordinate Units** (Required if geographic)

##### 4.1.2 Planar

##### 4.1.2.1 Map projection

**4.1.2.1.1 Map Projection Name** (Required if planar system, if standard projection is

## Exhibit E - Spatial Data/Metadata Requirements

used place it here. Most acceptable is NAD\_1983\_UTM\_Zone\_11N.)

**4.1.2.2 Grid Coordinate System** (Required if planar system and not standard)

**4.1.2.3 Planar Coordinate Information**

**4.1.2.3.1 Planar Distance Units** (Required if planar system and not standard)

**4.1.4 Geodetic Model**

**4.1.4.1 Horizontal Datum Name** (Required if not standard)

**4.1.4.2 Ellipsoid Name** (Required if not standard)

## 5. Entity and Attribute Information

### 5.1 Detailed Description

**5.1.1 Entity Type** (for each)

**5.1.1.1 Entity Type Label** – the name of the entity type (e.g. integer, text)(Required)

**5.1.1.2 Entity Type Definition** – the definition of the entity type (if necessary)

**5.1.1.3 Entity Type Definition Source** – the source of the definition (if necessary)

**5.1.2 Attribute** (for each)

**5.1.2.1 Attribute Label** – Name in file (Required for non-standard attributes. Standard attributes are those produced by software. For example, a polygon coverage produced by ESRI software will have such fields as perimeter and area that are created and maintained by the system)

**5.1.2.2 Attribute Definition** – What the attribute represents (Required for non-standard attributes)

**5.1.2.3 Attribute Definition Source** – Authority of the field definition. This could be a citation to a document or the group responsible for the field. (e.g. The U.S. Census Bureau is the authority for the definition of the field P1 which is Population) (Required for non-standard attributes)

**5.1.2.4 Attribute Domain Values**

**5.1.2.4.1 Range Domain**

**5.1.2.4.1.1 Attribute Units of Measure** – the standard of measurement (Required if range)

## Exhibit E - Spatial Data/Metadata Requirements

**5.1.2.4.1.2 Attribute Measurement Resolution** – the smallest unit to which an attribute value is measured (if applicable)

**5.1.2.4.2 Codeset Domain Codes** – must be supplied in a digital file

**5.1.2.4.2.1 Codeset Name** (Required if codeset)

**5.1.2.4.2.2 Codeset Source** (Required if codeset)

### 5.1.2.5 Attribute Value Accuracy Information

**5.1.2.5.1 Attribute Value Accuracy** – an estimate of the accuracy of attribute values (Required if applicable)

**5.1.2.5.2 Attribute Value Accuracy Explanation** – how the Attribute Value Accuracy was derived (Required if applicable)

**5.1.2.6 Attribute Measurement Frequency** – the frequency that the measurements are added (Required if applicable)

## 6. Metadata Reference Information

**6.1 Metadata Date** – the date the metadata was created or last updated (Required)

**6.2 Metadata Contact** – the party responsible for the metadata information. (Required)

## 7. Citation Information

**7.1 Originator** – name of organization or individual that developed the dataset (Required).

**7.2 Publication Date** – the date the data was published or made available for release (Required).

**7.3 Other Citation Details** (Optional)

## 8. Time Period of Content

**8.1 Single Date/Time** – the year or portion of year (e.g. month) for which the data corresponds to the Currentness Reference. SCAG does not anticipate that time will be a factor in metadata for information typically collected for this agency.

**8.1.1 Calendar Date** – the year and optionally month (Required if not reported within 9.3 Range of Dates/Times)

**8.2 Range of Dates/Times** – the range of years or portion of years (e.g. month) for which the data corresponds to the Currentness Reference. SCAG does not anticipate that time will be a factor in

## Exhibit E - Spatial Data/Metadata Requirements

metadata for information typically collected for this agency.

**8.2.1 Beginning Date** – the first year and optionally month (Required if not reported as 9.1.1 Calendar Date)

**8.2.2 Ending Date** – the last year and optionally month (Required if not reported as 9.1.1 Calendar Date)

### 9. Contact Information

#### 9.1 Contact person primary

**9.1.1 Contact Person** (Required if person is best mechanism to report contact)

**9.1.2 Contact Organization** (Required if person is best mechanism to report contact)

**9.2 Contact Organization** (Required if not reported as 10.1 Contact person primary)

**9.3 Contact Voice Phone** (Required)

**9.4 Contact Fax Phone** (Optional)

**9.5 Contact E-mail** (If available)

**9.6 Contact Instructions** – supplemental information, which might include web sites and other mechanisms for contact (Optional).

**EXHIBIT F**  
**Graphics Requirements for Consultants**

## **Exhibit F - Graphics Requirements for Consultants**

### **For the Web**

#### **Please provide in the following:**

- All Documents in PDF format
- All Graphics in JPEG format, 72 dpi, RGB mode for photos
- All Logos in EPS format **and** GIF or PNG format for use on the web
- Include all original high-resolution graphics and fonts that were used to create the web page or layout
- If in HTML format, provide HTML documents/templates and all supporting CSS, GIFs and JPEGs

### **For Print Projects**

#### **Documents**

Acceptable formats: Save files in Microsoft Word, InDesign or QuarkXpress (InDesign/Quark files for Windows are preferred)

- Be sure to include all fonts and imported JPEG, TIFF and EPS files
- Provide a PDF of the final document layout
- Provide a hard copy of the document in color
- Be sure to include all fonts – printer and system fonts

#### **Photos Used in the Document**

Be sure to provide high-resolution version of all photos for print use.

- Color photos – 300 dpi, CMYK scans in TIFF format or high resolution JPEGs
- Black and white 300 dpi Grayscale scans
- Include all composited photo collages or graphics such as layered Photoshop (.psd) files
- Photo credits: who took the photos, the location, appropriate captions

#### **Charts/Graphs**

- Be sure to include all linked files when providing Microsoft Excel files.

#### **Logos and Other Graphics**

- EPS files are preferred. When EPS is unavailable, high-resolution TIFF files may also be used.
- Include postal information such as bar codes, etc.

#### **Photos of Meetings/Events/Location Shot**

- We request that consultants provide SCAG with copies of all photos taken at subregional meetings, conferences, or project sites. High-resolution TIFF or JPEG files from a digital camera are preferred. Files may be sent on Flash drive disc or DVD-ROM. Traditional photo prints and high-resolution scans are also acceptable.

#### **Media Preference (if not sent via e-mail)**

- Flash drive
- DVD-ROM (formatted for PC)

#### **Documentation**

- Be sure to include a directory list of the files

## Exhibit F - Graphics Requirements for Consultants

- Be sure to provide specific directions about printing the project including quantity, size, paper stock (weight and color), color (Pantone, CMYK, B/W), one or two-sided printing, varnish, bleed, trim, and binding
- Be sure to include your contact information (telephone, fax and e-mail). We want to be able to contact you if we have specific questions or are missing files. Please provide us with deadline and delivery instructions.

**Files may also be e-mailed to:** [hart@scag.ca.gov](mailto:hart@scag.ca.gov) Attn: Carolyn Hart. Please make sure that e-mailed files are not larger than five megabytes. Files may also be compressed using WinZip or other compression software.

**EXHIBIT G**  
**Web Policies & Guidelines for Consultants**



## Exhibit G - Web Policies & Guidelines for Consultants

### 1. Tools and Requirements

Web staff uses these tools and applications for development and maintenance of SCAG's site:

- Adobe Dreamweaver
- Adobe Photoshop
- Adobe Fireworks
- Javascript
- jQuery
- ColdFusion 6 (used for developing database-driven websites or applications)
- ASP, ASP.Net
- Perl
- Cascading Style Sheets
- SCAG uses IIS6

### 2. Web Development Process

Document Preparation:

- All documents should be converted to PDF and forwarded electronically to the Web staff. All PDF files should be optimized for fast download.
- All software produced should be provided to SCAG with ANSI (American National Standards Institute) compliant documentation. See [www.ansi.org](http://www.ansi.org).
- Accessibility for Disabled Users. SCAG strives to make all of its Web resources accessible to persons with disabilities in accordance with Federal law (Section 508). Development of new content must meet Level 1 requirements. See Web Accessibility section. For more information refer to [www.w3.org/TR/WAI-WEBCONTENT/](http://www.w3.org/TR/WAI-WEBCONTENT/)

### 3. Technical Standards

File Format:

- Text. Normal text on a Web page ensures the widest compatibility and fastest download. It also assists search engines in indexing information on the website. Be sure to allow sufficient white space for good readability. Avoid italicized fonts, as they are difficult to read.
- Multimedia. Unless necessary, keep audio and video files to a minimum. If used, subtitles and/or a text transcript describing what was attached must be provided to Web staff. See the Accessibility section for more information.
- A copy of the source code must be provided.
- Graphics. All graphics must be approved by the Graphics Department and conform to SCAG's standard layout and design. Requests for new graphics should be coordinated directly with Carolyn Hart and meet these requirements:
- Avoid excessive use of graphic elements. Keep amount of text and graphics to a minimum for easy viewing (less scrolling) and shorter download time. Break longer text documents into multiple pages.
- If using images that serve a purpose on the page be sure to include a text description in the ALT attribute so that visually impaired users can read the images. Refer to Web Accessibility section.

## Exhibit G - Web Policies & Guidelines for Consultants

- Graphics must be in JPEG format, 72 dpi, and RGB mode for photos.
- All logos must be in EPS format.
- Include all original higher resolution graphics and fonts that were used to create the Web page or layout.

### Link to SCAG's site:

- All newly designed sites must include SCAG's URL, [www.scag.ca.gov](http://www.scag.ca.gov) on the main page for easy navigation. SCAG's URL should be prominently displayed at the top of each page.

### Templates:

- SCAG standard layout and design templates must be used to maintain a consistent look and feel of the website.

## 4. Quality Assurance Testing

- Conduct testing against specifications. Ensure that new development works as planned. Fix bugs and limit changes here to bugs, unless absolutely important.
- Web Browser compatibility testing. Check to make sure that content is fully compatible with major Web browsers which include Internet Explorer 7+, Firefox, Safari, Chrome and Lynx (text based browser).
- Spell check. Make sure there are no spelling errors on the new content. Use Dreamweaver's built-in link check tool or purchase a third party service such as NetMechanic.
- Check for usability. Is the newly developed content understandable and intuitive?
- Accessibility check. Check the content against the Accessibility checklist provided. Do the changes meet the requirements outlined in the checklist?

## 5. Production Process

### Final testing/posting

- Once the site has been approved, it will be transferred to SCAG's Web server. Web material will be posted/accepted only upon final review and approval by SCAG Web staff.

**EXHIBIT H**  
**Mapping Guidelines for Consultants**

## Exhibit H – Mapping Guidelines for Consultants

This document sets out some basic guidelines and “rules of thumb” that should always be considered whenever consultant creates maps for SCAG-related projects. The guidelines cover three major areas: procedural or process, physical presentation, and data presentation.

The main points of the procedural guidelines can be summarized as the need to work, early on, with other key staff and stakeholders. GIS, Web, and graphic staff can offer valuable information. Key members of the intended audience can often provide important issues that the map(s) should address.

Physical presentation covers basic required map elements, e.g., SCAG logo, titles, aesthetics, geographical extents and use of insets.

The guidelines for data presentation provide strategies for bringing out the “story” embedded in the data. They cover such things as proper geographical scale, using the correct statistic, and how to summarize the data into meaningful groups.

### QUICK SUMMARY OF GUIDELINES

The following guidelines apply to maps that are being created to represent the SCAG region. However, many of these principles are applicable to non-regional maps.

#### Procedures

1. Talk to stakeholders about their issues to make sure the map adequately addresses them.
2. Work with the Web staff and graphics if the map is going to be posted on SCAG web site or published by an outside printer.

#### Physical Presentation

3. Always include the basic map elements (e.g., titles, scale bar, legend, etc.) – Map templates are available upon request.
4. The map should visually extend beyond the SCAG boundaries in order to show the surrounding geographies (e.g., Arizona, Mexico, etc.)
5. If using insets, try to use consistent legends for the insets and the main map.
6. Maps about regional data need to show, even if only as an inset, the complete region.

#### Data Presentation

7. Data distributions should determine how the map should look. Do not automatically use the same map layout for all data. Sometimes different data need to be displayed differently to make an effective presentation.
8. Design the map to “show off” the data. Make obvious relationships apparent do not use statistics that hide them.
9. Take the time to determine how to group the data for displaying.
10. Choose a level of geographic detail that best shows the data and takes into consideration the actual size of the map that will be viewed.
11. Make the map easy to understand.
12. Try not to create too many categories for thematic maps (e.g., 30 land use categories)

## Exhibit H – Mapping Guidelines for Consultants

### DISCUSSION OF GUIDELINES

#### 1. Communicate with stakeholders

Communicate with stakeholders throughout the region to determine what issues they may have that are related to the report the maps will be a part of. Maps that provide information about these issues should be sensitive to the stakeholder's geographic area. For that area, make sure the data is adequately displayed. This may solve more problems than any cartographic solution.

Imperial County, for example, may have an issue with the non-English speaking population. If this is displayed as a density, i.e., non-English speaking population per square mile, Imperial County concentrations will not show up. This is because of their low overall population density compared to the rest of the region. The data may better be displayed as the percentage of the total population who are non-English speaking. Then, even in parts of the region that have little population, high percentage areas will be apparent on the map.

#### 2. Make maps Web and publication friendly.

Many SCAG maps will eventually be displayed on the SCAG Website. Work with the Web staff and Graphics early on to make sure that maps are prepared with Web display in mind. Check with Graphics if the maps need to be inserted into a document for publication, especially by an outside printing agency.

#### 3. Basic elements that every map should contain:

- Title
- Legend
- SCAG logo
- Date
- North arrow
- Scale bar
- Source of data

#### 4. SCAG region maps should include areas immediately outside of the region

Maps need not include all the data for areas outside the SCAG region but major features such as highways should be included. When practical, the surrounding counties should be labeled. There should be enough differentiation in color schemes and shadings to make it obvious to the viewer that these are peripheral areas and not the focus of the map.

#### 5. Try to use consistent legends for the main map and any insets

In general, a consistent classification scheme needs to be used for both the main map and any insets in the map. If they use different legends, great care needs to be taken to include readable legends for both the main map and any insets. For example, color gradations can be created that show distributions on the low end of the range, used for the main map, and the high end of the range, used for the inset.

#### 6. The map needs to show the complete region

If the map is about regional data then the map needs to show the complete region. If the data is highly concentrated in a small area of the region then one should show the region as an inset with an indication of what part of the region is being displayed on the main map.

## **Exhibit H – Mapping Guidelines for Consultants**

The main map can show the concentration with an inset showing the regional context or the main map can show the region with concentrations in insets. It all depends on the nature of the distribution and the information the author wants the map to convey. An example would be a map of textile employment. Textile employment has a large concentration in downtown Los Angeles. The main map could focus on downtown with an inset showing where that map is in relation to the region. Then again, the main map may be the entire region with an inset showing the central business district. Both should be looked at to see which best conveys the message.

If a map is illustrating a report that applies to only a part of the region, say a corridor study, than the map should not be shown as a regional map. Although, an inset should be included to show where the “corridor” is in relation to the region.

### **7. Data distributions should dictate how the map is presented**

In other words, do not use the same map over and over again, just changing the title and the variable mapped. That does not mean we should not develop a consistent look and feel for the maps, but that has more to do with using standard color schemes, fonts, logos, highway shields, etc. The area covered and the geographic distribution highlighted needs to be driven by the data rather than the convenience of mapping everything the same way. The maps for “Prime Agricultural Land” and “Density of Manufacturing Employment” should not emphasize the same areas. Prime agricultural land is obviously rural and decentralized while the density of manufacturing employment is urban and fairly concentrated.

### **8. Make obvious relationships apparent**

Be careful not to display data in a manner such that obvious relationships are hidden. An example of this would be to display Hispanic population using a density per square mile rather than as a percentage of the total population. The percentage of Hispanics in many of the rural areas is quite high but this disappears when displayed as a density because the rural population density, in relation to the urban area, is very low.

Here is an example where using percentages may be inappropriate: The map is trying to show concentrations of potentially hazardous waste producing industries. One could show these as a percentage of total industries. In that case, areas that have a “dangerously high” number of these factories, but are in an area of extremely heavy concentrations of all types of manufacturing, would not stand out on the map. Here, it is the actual number of dangerous factories that matter, not their proportion; therefore, a simple count would be better than either a percentage or density.

### **9. Take the time to determine how to group the data**

Do not just automatically group it into quartiles or quintiles (groups of four and five with equal numbers in each class). Think about the theoretical or practical reasons to classify the data a particular way. For example, if one is mapping housing density, 2.5 units per acre is a rule of thumb for urbanization, or 8 units per acre is a rule of thumb for multiple housing; these may be more meaningful cutoffs than just breaking the data into four equal groups. Another example: it may be more useful to display income data as above or below the poverty line or as a certain percentages above or below the regional average.

Often times the data will offer “natural breaks” that may have some underlying meaning. Looking at a simple frequency distribution will often show that the data is distributed in two or three major groups; this may be telling a story that would be buried by using groups of equal numbers.

## Exhibit H – Mapping Guidelines for Consultants

### **10. Choose an appropriate level of geography**

Put some thought into what is the most appropriate mapping unit. What level of geographic detail will best demonstrate the relationships the map is trying to show? If the map is trying to compare levels of economic growth among cities, it would be unsuitable to display data at the block level. Conversely, changes in land use displayed at the city level will not make much sense.

Also bear in mind the size of the map most likely to be viewed; a map that is going into a report cannot support the level of geographic detail that a full size 33 by 44 inch wall map can.

### **11. Always try to make the map easy to understand**

Unless there is good reason for it, one should keep the number of groups to six or less. Six is about the maximum “differentiations” most people can carry in their head without having to keep jumping back and forth between the map and the legend. If more than six categories are being used, try to work with color schemes that are graduations or intuitive.

Color graduations are usually effective for handling a high number of groups. Color graduations are where one uses the same basic color, but it increases from light to dark as the value increases. These only work if the data being mapped is numeric, like quantities, densities, or percentages.

If the groups represent different classes of things (apples and oranges), not just more or less of the same thing, color graduations will not work. In this case, try to use colors that have an intuitive or everyday link with the item displayed. For example, if one is mapping land use, green would make sense for agriculture, blue for water.

SCAG has a set of standard colors for different types of land uses. It is suggested that these be used when mapping common land use classifications, e.g., low density residential, agriculture, etc. Contact the GIS staff at 213-236-1800 for a GIS layer file.

If some of the groups are related, use similar colors for them. An example would be a map showing high and low density residential and three types of industrial land uses. In this case, it would be a good idea to show the residential land in different shades of one color and the industrial land in gradations of another color.

Avoid making the map busier than it has to be. Do not add items to the map that are not necessary for the “story” it’s telling just to “jazz it up”. These generally end up being more of a distraction than useful. Examples of these would be making things 3-D when the third dimension does not represent any additional information, complicated textured fill patterns, e.g., cross-hatching, when simple fills would work, lots of different colors and texture combinations, and excessive labeling.

**EXHIBIT I**  
**Local Agency Proposer DBE Information**  
**(Consultant Contracts)**



LOCAL AGENCY: Southern California Association of Governments (SCAG)	LOCATION: Los Angeles
PROJECT DESCRIPTION: _____	
TOTAL CONTRACT AMOUNT (\$) _____	
PROPOSER'S NAME: _____	

WORK ITEM NO. (Task No.)	DESCRIPTION OF SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERTIFICATION NUMBER AND EXPIRATION DATE	NAME OF DBEs (Must be certified at the time proposals are due – include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

<p><b>For Local Agency (SCAG) to Complete:</b></p> <p>Local Agency Contract Number _____</p> <p>Federal-Aid Project Number: None</p> <p>Federal Share: \$ [Enter 88.53% of Total Contract Amount]</p> <p>Contract Award: _____</p> <p>Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.</p> <p>_____</p> <p>Print Name _____ Signature _____ Date _____</p> <p>Local Agency Representative</p> <p>(Area Code) Telephone No. _____</p>	<p>Total Claimed DBE Participation</p> <p>\$ _____</p> <p>_____ %</p>
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<p><b>For Caltrans Review:</b></p> <p>_____</p> <p>Print Name _____ Signature _____ Date _____</p> <p>Caltrans District Local Assistance Engineer</p>	<p>_____ Signature of Proposer</p> <p>_____ Date (Area Code) Tel. No. _____</p> <p>_____ Person to Contact (Please Type or Print)</p>
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**FOR SCAG USE:**

Distribution: (1) Copy – Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon execution. FAX No. (213) 897-2999  
 (2) Copy – Include in award package to Caltrans District Local Assistance  
 (3) Original – Local Agency files