



Request for Proposal

Program Environmental Impact Report for the Madera County 2026 Regional Transportation Plan and Sustainable Communities Strategy

PROPOSAL REQUESTED BY:

MADERA COUNTY TRANSPORTATION COMMISSION
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MADERA, CA 93637

Proposal due by January 3, 2025

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Request for Proposal – Program Environmental Impact Report for the Madera County 2026 Regional Transportation Plan and Sustainable Communities Strategy

General Information

The Madera County Transportation Commission (MCTC) seeks to retain the services of a consulting team to assist in the development of a Program Environmental Impact Report (PEIR), in accordance with the California Environmental Quality Act (CEQA) for the Madera County 2026 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS).

The 2026 RTP/SCS will serve as the planning guide containing transportation policies and projects which guide this county for the next 23 years (to fiscal year 2049). The Consultant will be retained in order to prepare a Program Environmental Impact Report (PEIR) to assess county-wide environmental impacts of the 2026 RTP/SCS and focus on broad policy alternatives and mitigation measures as required by the California Environmental Quality Act.

Background

MCTC Organization

MCTC is the Regional Comprehensive Planning Agency, Regional Transportation Planning Agency (RTPA), Metropolitan Planning Organization, and the Local Transportation Commission for Madera County designated pursuant to Title 3, Division 3, Chapter 2, Article 11, Section 29535 of the California Government Code. The Commission is responsible for the development and adoption of the Regional Transportation Plan and Transportation Improvement Program required by state and federal law.

MCTC's role is to foster intergovernmental coordination; undertake comprehensive regional planning with an emphasis on transportation planning issues; provide a forum for citizen input into the planning process; and to provide technical services to its member agencies. In all these activities the Commission works to develop a consensus among its members with regards to multi-jurisdictional transportation issues.

MCTC is organized into a Board of Directors supported by the Transportation Policy Committee and the Technical Advisory Committee. The Commission staff includes an Executive Director, Deputy Director/Fiscal Supervisor, two Principal Regional Planners, two Senior Regional Planners, Administrative Analyst, and Accounting Technician. There is currently one standing committee – the Social Services Transportation Advisory Council (SSTAC) which reports through the Technical Advisory Committee.

Summary of Current Plans, Projects, and Programs

2022 Madera County Regional Transportation Plan and Sustainable Communities Strategy

On August 24, 2022, the MCTC's Policy Board adopted the 2022 Madera County Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) and certified the Subsequent Environmental Impact Report. MCTC was required to update the RTP/SCS to reflect the transportation system through Fiscal Year (FY) 2046. The RTP/SCS ensures that the County's transportation system and implementation policies/programs through FY 2046 will safely and efficiently accommodate growth envisioned in the Land Use Elements of the Cities of Chowchilla and Madera and Madera County. Additional recommendations included in special studies related to transportation and circulation were also reviewed and incorporated into this document where appropriate. The RTP includes programs and policies for congestion management, transit, bicycles and pedestrians, roadways, freight, and finances. The RTP/SCS must be revised at least every four years since the County is designated as non-attainment for federal air quality standards. As required, the RTP/SCS consists of policy, action, financial, conformity, public outreach, environmental and regional context, as well as the Sustainable Communities Strategy element. The PEIR serves as the RTP/SCS environmental element.

2022 RTP/SCS Final Subsequent with Addendum Environmental Impact Report

The 2022 RTP/SCS Final Subsequent Environmental Impact Report (PEIR) with Addendum assessed county-wide environmental impacts of the 2022 RTP/SCS and focused on broad policy alternatives and mitigation measures as required by the California Environmental Quality Act.

Senate Bill 375

Senate Bill 375 (SB 375) was signed in 2008; it enhances California's ability to reach its Assembly Bill 32 goals by promoting good planning with the goal of more sustainable communities. SB 375 mandates regional greenhouse gas emission reduction targets for passenger vehicles. Pursuant to SB 375, the California Air Resources Board (CARB) established targets for 2020 and 2035 for each region covered by one of the State's 18 metropolitan planning organizations (MPOs). MCTC, as the regional MPO for Madera County, must prepare an SCS that demonstrates how the region will meet its greenhouse gas reduction target through integrated land use, housing, and transportation planning. CARB staff are still reviewing the 2022 RTP/SCS.

Senate Bill 743

Senate Bill 743 (SB 743) was signed in 2013, with the intent to "more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions." When implemented, "traffic congestion shall not be considered a significant impact on the environment" within California Environmental Quality Act (CEQA) transportation analysis.

2025 Federal Transportation Improvement Plan

The 2025 Federal Transportation Improvement Plan (FTIP) is a near-term listing of capital improvement and operational expenditures utilizing federal and state monies for transportation projects in Madera County during the next four years, until a new FTIP is prepared. The 2025 FTIP was adopted by the MCTC Board of Directors on August 21, 2024. The 2027 FTIP is in development and scheduled to be adopted by the MCTC Board of Directors in August of 2026.

Air Quality Conformity Analysis

The Air Quality Conformity Analysis contains the documentation to support a finding that the 2025 FTIP and 2022 RTP meet the air quality conformity requirements for ozone and particulate matter. The Air Quality Conformity Analysis was adopted by MCTC Board of Directors on August 21, 2024. The Air Quality Conformity Analysis corresponding to the Draft 2026 RTP/SCS and the 2027 FTIP will be released for public review in the Summer of 2026.

The Air Quality Conformity Analysis will be developed to support the finding that the 2027 FTIP and 2026 RTP/SCS will meet the air quality conformity requirements for ozone and particulate matter. Its adoption schedule will coincide with the 2026 RTP/SCS and 2027 FTIP development.

Blueprint Planning/Madera Blueprint

The San Joaquin Valley Regional Blueprint planning process, begun in 2006 as a joint effort by the eight Valley MPOs, provides a framework for implementation of land use planning measures that can produce substantive reductions in GHG emissions. In September 2006, Governor Arnold Schwarzenegger signed into law AB 32, the California Global Warming Solutions Act of 2006. This landmark legislation establishes a statewide greenhouse gas (GHG) emissions cap for 2020, based on 1990 emissions levels. Two years later, the Governor signed SB 375, which implements the reduction requirements of AB 32 by establishing emissions-reduction goals around which regions can plan. Although the planning requirements for SB 375, including the development of a Sustainable Communities Strategy (SCS) to meet state-established GHG reduction targets, would not take effect until the next planned update of the RTP in 2014, the MCTC Project Manager developed a comprehensive strategy for the implementation of smart growth planning over the next 40 years. Detailed information regarding the Blueprint Efforts undertaken, as well as several alternative scenarios for future growth in Madera County were included in 2011, 2014 and 2018 RTPs.

Environmental Justice

MCTC's Environmental Justice analysis for the Madera Region is contained in Chapter 6 of the 2022 Regional Transportation Plan. The RTP/SCS analysis developed five target areas to analyze the equity of the 2022 RTP/SCS capacity increasing; rehabilitation and maintenance; transit; air quality; bicycle and pedestrian; and Caltrans projects. Projects were then assigned to particular target areas and analyzed for levels of benefit.

The goal of this process was to ensure racial, low-income, and geographic equity of project benefit. That is, populations considered minority or low-income should have equal levels of benefit compared to other population groups. Similarly, projects and the level of benefit they provide should not be concentrated into one geographic region, but rather should be distributed proportionally to the share of use of a particular system.

Transportation systems play a vital role in advancing the safety, economy, and quality of life for residents of Madera County. Each day, transportation facilitates the movement of goods and people, providing mobility to Madera's residents, visitors, and businesses. Transportation systems are quite diverse, including roadways, public transportation, bicycle and pedestrian facilities, airports, and railroads and like any system, maintenance and improvements are crucial to its success. Madera is committed to maintaining the existing infrastructure and to create and implement changes, which would add to the system's efficiency and safety.

Investment in the transportation system creates measurable benefits but may also result in unintended consequences if not planned correctly. Projects may generate disproportionate negative impacts to minority or low-income communities by either denying them their "fair-share" of transportation projects or subjecting them to an unequal share of the negative externalities. To prevent such an event from occurring, MCTC is committed to employing an environmental justice program that will help ensure early and continued public involvement, and an equal distribution of transportation projects, paying close attention to the needs of low income and minority populations.

Environmental Justice is a public policy goal of promoting the fair treatment and meaningful involvement of all people in the decision-making process for transportation. Satisfying this goal means ensuring that low-income and minority communities receive an equitable distribution of the benefits of transportation activities without suffering disproportionate adverse impacts. Achieving environmental justice requires both analytical techniques as well as the full and fair participation by all potentially affected communities in the transportation decision-making process.

The analysis in the 2022 RTP/SCS Environmental Justice chapter mainly focuses on racial minority, low-income, and geographic equity of transportation projects within Madera County.

Regional Housing Needs Assessment

The Regional Housing Needs Assessment (RHNA) is an assessment process performed periodically as part of Housing Element and General Plan updates at the local level. State law requires that regional Council of Governments "determine the existing and projected housing need for its region". The preparation of the RHNA was synced with the 2022 RTP/SCS update timeline. The RHNA quantifies the need for housing by income group within each jurisdiction during specific planning periods. The RHNA is used in land use planning, to prioritize local resource allocation and to help decide how to address

existing and future housing needs. The RHNA consists of two measurements: (1) existing need for housing, and (2) future need for housing.

- The existing need assessment examines key variables from census data, to measure ways in which the housing market is not meeting the needs of current residents. This includes the number of low-income households paying more than 30% of their income for housing, as well as how many people occupy overcrowded housing units.
- The future need assessment is determined by a growth forecast and public participation process. Each new household (created by a young adult moving out of a parent's home or a family moving into a community for employment), creates the need for more housing. The anticipated need is then adjusted to account for an ideal level of vacant units.

Madera County Active Transportation Plan

The MCTC's Active Transportation Plan (ATP) was adopted in May of 2018; The ATP identifies projects to make walking and biking in Madera County more accessible for people of all ages and abilities. ATP envisions a comprehensive bicycle and pedestrian network across Madera County. The ATP supports these processes by providing a long-range vision for the bicycle and pedestrian network across the county. The ATP also supports local planning processes by providing a vision and guidance for the creation of active transportation facilities across the county. The plan simultaneously considers countywide connections as well as local networks for the City of Madera, the City of Chowchilla, and selected unincorporated communities.

The Madera County ATP will be updated in 2025.

2023-2027 Short-Range Transit Development Plan

The Madera County Short-Range Transit Development Plan (SRTDP) reflects a five-year period, FY2022/23 through FY2026/27. This plan responds to State, Federal, and local requirements to ensure public transit services are effective in meeting the needs within the region. The SRTDP is intended to serve as a guide for improving public transit agencies within Madera County. The plan outlines recent progress, evaluates existing operations and conditions, and recommends future strategic actions to effect positive changes. A key component of the SRTDP is the development of realistic operating and capital projections based on present and future performance of the existing systems over the next five years.

Scope of Work

PREMINARY SCOPE OF WORK

Note: This Scope of Work was developed by staff to give a clearer picture of the product expected from this contract. Consultants are encouraged to modify and make improvements based on their professional expertise and best judgment. Please avoid

unenforceable, vague, and superlative language in the proposal Scope of Work to facilitate incorporation into the final contract. Focus on clearly describing the deliverables to eliminate ambiguous language and facilitate contract enforceability. Thank you.

A. Responsibilities

MCTC Project Manager will provide general project oversight and liaison between the consultant, Caltrans, County of Madera, City of Madera, City of Chowchilla, and other Local, State, and Federal agencies. MCTC Project Manager will assist the consultant in engaging the public during the project development process by attending public meetings, focus groups, or other activities determined necessary to engage the public throughout the process. MCTC Project Manager will also be available to meet with the Consultant team in the initial project phases.

In addition, the MCTC will make available to the consultant, the following items:

1. GIS layer of Madera County Road System.
2. Most recent pavement conditions of Madera County Road System.
3. Traffic volume and intersection movement provided through MCTC's StreetLight Data account.
4. List of proposed improvement and maintenance projects.
5. Environmental Documents from proposed project developments, as they exist.

B. Consultant Responsibilities

The Consultant will be required to complete, at a minimum, the following work items:

A Scope of Work outlining MCTC's request for a qualified consultant to prepare a PEIR for the 2026 Madera RTP/SCS and the Alternative Planning Strategy (APS), if necessary; and additional environmental services on an on-call basis before and after the Final PEIR and 2026 RTP/SCS has been adopted. The selected consultant must produce a legally defensible, useful, objective, and comprehensive work product, and adhere to all applicable requirements of CEQA and the CEQA Guidelines (Sections 15120-15132). The consultant will also provide professional advice on items which must or should be included in the PEIR that are not specifically called out in this RFP.

The 2026 RTP/SCS PEIR shall be a first-tier, programmatic document that provides a region-wide assessment of the potential significant environmental effects of implementing the projects, programs, and policies included in the proposed 2026 RTP/SCS. Where applicable, the 2026 RTP/SCS PEIR may incorporate information from the 2022 RTP/SCS PEIR and other adopted MCTC planning documents. Additionally, the PEIR shall effectively evaluate regional-scale impacts and propose effective and feasible mitigation measures so that the document may be used as a first-tier document to facilitate SB 375 specific CEQA streamlining as well.

If needed, MCTC may also request additional services that fall within the scope of the final contract before or after the certification of the PEIR and adoption of the 2026 RTP/SCS. Additional services beyond preparation of the PEIR may be requested and implemented by agreement of the MCTC Executive Director and the consultant. Any additional services requested by MCTC that exceed the allocated budget will be paid up to an additional amount of \$25,000 with written approval of MCTC. Additional tasks and deliverables may include: review or preparation of additional supporting documents for the 2026 RTP/SCS; recommendations in response to comments made after the adoption of the 2026 RTP/SCS PEIR; review of other MPO's documents and RTP's including EIR's, SCS, and APS; public outreach and other tasks as assigned related to the 2026 RTP/SCS; and assist MCTC staff with the preparation of an APS if the greenhouse gas reduction targets established by the California Air Resources Board cannot be feasibly met.

In preparing the PEIR, the consultant is expected to take into consideration the regional projects identified in the Draft 2026 RTP/SCS. Because the 2026 RTP/SCS is being developed alongside the PEIR, Contractor will be expected to work in coordination with MCTC staff and the MCTC member agencies to determine or identify additional projects to be included in the 2026 RTP/SCS and analyzed in the PEIR.

C. PEIR Methodology

The proposal shall include an initial proposal of the methodology intended to be used for tiering and other subsequent applications of the 2026 RTP/SCS PEIR. CEQA documents prepared under this Contract shall be designed as a first-tier document (as defined in the CEQA Guidelines 15152) that can be used by others for subsequent environmental analysis. The proposal shall discuss the methodology that will allow the PEIR to be used as a first-tier document to facilitate SB 375-specific CEQA streamlining as well as methodology to facilitate other tiering that may be reasonable.

The impact analysis must substantively evaluate growth-inducing, indirect/secondary, and cumulative impacts, specifically estimating and comparing the expected long-term development patterns supported by the alternatives. The alternatives analysis must evaluate the environmental effects of each alternative on each impact category. The cumulative impacts analysis must evaluate impacts of the proposed 2026 RTP/SCS, in combination with the impacts of other reasonably foreseeable projects and plans. Furthermore, these impacts must be evaluated by comparing the expected future impacts of the 2026 RTP/SCS to both the existing conditions as well as the expected No Project Alternative conditions in 2049, with a 2035 interim year.

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

1. Developing the environmental setting/existing conditions for each environmental impact category.
2. Methodologies for evaluating each environmental impact area.

3. Identifying required and recommended impacts and impact categories needed for the analysis.
4. Developing significance thresholds criteria.
5. Developing PEIR Alternatives.
6. Developing and finalizing a PEIR Alternatives-analysis methodology, including final refinement of the Alternatives to be used in the PEIR.
7. Developing a cumulative impacts analysis. Explicitly evaluate the impacts of the proposed 2026 RTP/SCS in combination with other foreseeable projects and plans anticipated to cause related impacts. To the extent feasible, the 2026 RTP/SCS PEIR will need to evaluate the expected impact of the Plan in 2049, in combination with non-transportation plans and projects.
8. Analyzing growth-inducing impacts. Evaluate the growth-inducing impacts of the 2026 RTP/SCS and the alternatives, specifically estimating and comparing the expected long-term development patterns supported by alternative policies and transportation investments.
9. Recommend PEIR format and organization.
10. Identify any additional technical studies/evaluations determined to be necessary by MCTC to augment the program-level analysis. The proposal shall include a discussion of cost, schedule
11. details, and staffing availability for additional technical studies. Topics for additional technical analyses could include:
 - a. Air quality
 - b. Biological resources and endangered species
 - c. Community Impacts
 - d. Health
 - e. Land Use
 - f. Ag and open space resources
 - g. Water quality
 - h. Air Quality Conformity
 - i. Visual Aesthetic
 - j. Transportation
 - k. Disadvantaged Communities/Environmental Justice
 - l. Title VI of the Civil Rights Act of 1964
 - m. Geology, Soils, & Minerals Resources
 - n. Greenhouse Gas Emissions Analysis
 - o. Hazards
12. Explore and recommend a method to better facilitate tiering from the PEIR; tiering options are not limited to SB 375 CEQA streamlining. This requires evaluating the MCTC model, analysis methodology used, and model outputs (at all geographic levels) to determine what additional information can be made available through the PEIR to facilitate tiering.

Proposals must adequately identify all the assumptions being made by the Contractor, such as the work and data expected to be delivered by MCTC, in response to this RFP.

Proposals shall outline the analysis and data that each Contractor expects to be reasonably available from MCTC staff and/or MCTC member agencies and list the data needs anticipated for each environmental impact area.

Sustainable Communities Strategy and Alternative Planning Strategy

The proposal shall include a discussion on proposed methodology for analyzing the SCS portion of the 2026 RTP/SCS, and as necessary the APS, as well as the reasons that the proposed methodology will contribute to a legally defensible PEIR. The level of analysis shall maintain the programmatic nature of the PEIR while being detailed enough to facilitate SB 375 CEQA streamlining. Prospective Contractors should note that while the 2026 RTP/SCS requires a minimum long-range planning horizon of at least 20 years, the SCS or APS must demonstrate the ability to achieve sustained greenhouse gas emission reductions through the planning period. Contractors shall indicate in their proposals how they will address the requirements of California Government Code Section 65080, as amended by SB 375, which outlines the eight elements composing a Sustainable Communities Strategy and describes the contents of an Alternative Planning Strategy.

Alternative Analysis Methodology

Proposals shall include an explicit recommendation of a methodology for analyzing preliminary 2026 RTP/SCS PEIR alternatives (Alternatives) from a program-level perspective, consistent with the pertinent requirements of the CEQA Guidelines. The proposal shall also identify the general cost for each Alternatives analysis and ensure the Alternatives proposed will achieve a reasonable range of alternatives, per the CEQA Guidelines. For purposes of this RFP, Contractors should assume that most site-specific analysis will be deferred to subsequent CEQA analyses.

The recommended Alternatives analysis methodology must comply with applicable CEQA requirements and result in the evaluation and comparison of a reasonable range of legally defensible Alternatives. The Alternatives analysis must include an explicit quantitative and qualitative comparison among the Alternatives, and a summary of this comparison must be presented in a concise matrix that illustrates the relative environmental impacts of each alternative for each impact category, including ordinal rankings. Furthermore, the analysis must evaluate the growth-inducing impacts of the 2026 RTP/SCS and the 2026 RTP/SCS Alternatives, specifically estimating and comparing the expected long-term development patterns supported by alternative regional transportation investments and comprehensive strategies.

The planning horizon for the 2026 RTP/SCS PEIR will extend out to 2049, and environmental analysis of interim years may be required, subject to MCTC staff direction. Each resource category will include a direct comparison between the expected future conditions with the proposed 2026 RTP/SCS and the expected future conditions if no 2026 RTP/SCS were adopted.

Growth Pattern Scenarios

It is anticipated that each 2026 RTP/SCS Alternative will assume a single, unique growth pattern that is reasonably expected to result from implementation of the policies, actions and projects in each cohesive Alternative. The total growth forecast for the region, however, will be similar for each alternative.

Potential Alternatives

The PEIR will evaluate the proposed 2026 RTP/SCS and approximately three Alternatives, plus a No Project Alternative. Each Alternative will likely maintain a constant population total in year 2049. The year 2049 growth projection for each Alternative differs from one another in two ways: (1) numbers of households and jobs; and/or (2) distribution of people, households, and jobs. The Alternatives differ in terms of numbers of households and jobs and distribution because different investments in the Alternatives would be expected to stimulate different levels of job creation and household development.

Air Quality and Traffic-circulation Model Studies

Under the Contract, the Contractor's team will be required to review applicable modeling work performed by MCTC staff, evaluate its applicability to the PEIR requirements, and incorporate the modeling analysis into the context of the 2026 RTP/SCS PEIR. Contractors must identify in their proposal the regional air quality and traffic-circulation modeling analyses that need to be performed by MCTC staff in order to complete the PEIR analysis. Contractor will be expected to recommend and conduct other technical air quality evaluations as appropriate, and as agreed upon by MCTC staff.

Goods Movement and Transportation Studies

Contractor will be required to analyze the potential environmental effects of the proposed 2026 RTP/SCS Alternatives based on potential goods movement scenarios provided by MCTC staff. Contractor will be required to work with MCTC staff to incorporate relevant information from the Environmental Mitigation Plan for the Goods Movement System and other transportation studies currently underway.

General Proposal Requirements

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

MCTC staff will be working on the primary 2026 RTP/SCS document and a 2026 RTP/SCS Public Outreach focused activities in tandem with the development with the 2026 RTP/SCS PEIR development. Contractor will be required to work closely with MCTC staff members throughout the agency who are responsible for preparing the 2026 RTP/SCS, including transportation, modeling, Federal Air Quality Analysis corresponding to the 2026 RTP/SCS, data and GIS, public outreach activities and comprehensive planning staff. Due to the multiple activities related to the 2026 RTP/SCS occurring in tandem, the PEIR development will require appropriate timing, flexibility, and excellent project management skills on the part of the Contractor team. The proposal shall address the organizational capacity of the Contractor and provide assurance that the Contractor has the professional capability to complete all tasks as described in this RFP. The proposal shall include a discussion of the Contractor's qualifications in relationship to the required services and provide a summary of completed past projects similar in scope to this RFP. This will include a discussion of the Contractor's Quality Assurance (QA)/ Quality Control (QC) approach, internal time management and budget controls, and the project contribution and availability of key personnel for this project.

Proposals shall also include a discussion of the number of meetings (in-person and via teleconference/web meeting) the Contractor estimates will be necessary to achieve a legally, defensible PEIR.

Legal Review

Proposals shall demonstrate each Contractor's understanding of the laws and regulations related to CEQA, AB 32, SB 375, SB 743; ability to stay current on the legal environment of CEQA practices; and capacity to produce a legally defensible environmental document for the 2026 RTP/SCS. The contractor is expected to provide adequate legal support services focusing on compliance with RTP/SCS PEIR development process. The NOP, Draft PEIR, comment responses and Final PEIR development should be peer reviewed for legal compliance as well as any other documents developed for the PEIR deemed necessary.

Meetings and Consultation

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

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

1. Meetings and Hearings are to be scheduled in coordination with MCTC staff in the development of the 2026 RTP/SCS.

2. Contractor to participate in up to 6 public workshops that will be held at various locations throughout the County.
3. Contractor will prepare PowerPoint presentations, display maps and provide easels for public display at public workshops and coordinate meetings with appropriate agencies and MCTC Staff.

D. Tasks and Deliverables

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

Contractor will be responsible for completing all requirements of each task and will be expected to provide administrative drafts of the Draft 2026 RTP/SCS PEIR (Draft PEIR) and Final 2026 RTP/SCS PEIR (Final PEIR) with sufficient time for internal circulation, review, comment and revision by MCTC staff and legal counsel.

The Draft PEIR must be in its final form and available for release by the MCTC board on April 22, 2026. The Final PEIR must be in its final form and available for adoption and certification by the MCTC board by the July 22, 2026 MCTC Board meeting.

PHASE 1. Project Evaluation, Refinement, and Implementation

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

PHASE 1 TASKS

- 1.1. Prepare a comprehensive meeting and deliverable schedule. The schedules shall factor in internal staff document review time, MCTC board approvals, discussions with legal staff, or any additional factors deemed necessary. Contractor must accomplish project milestones and deliverables on schedule and within budget.
- 1.2. Prepare and complete Project Objectives, Project Description and a "Statement of Purpose and Need." Although the 2026 RTP/SCS is not subject to the National Environmental Policy Act (NEPA), a Statement of Purpose and Need will be included in the appendices of the PEIR to allow subsequent projects that are subject to NEPA to tier their NEPA documents to the PEIR. Thus, the Statement of Purpose and Need will comply with the applicable requirements of NEPA.
- 1.3. Carry out scoping for the PEIR, including:
 - a) Develop and update MCTC list of stakeholders.
 - b) In coordination with MCTC staff and legal counsel, prepare and issue the Notice of Preparation (NOP).
 - c) Compile and respond to NOP comments.
 - d) Conduct scoping meetings.

- e) Advise on other early consultation efforts that should be undertaken, per CEQA requirements.
- 1.4. Document how the SCS, APS, and CEQA streamlining provisions will be included and considered in all aspects of PEIR development.
- 1.5. Develop and finalize an overall PEIR methodology (PEIR rough draft), in coordination with MCTC staff and subject to MCTC direction and approval, including the following topics:
 - a) Recommend PEIR format and organization.
 - b) Develop the environmental setting for the project. Complete and finalize the existing conditions, as appropriate, for each environmental impact category.
 - c) Identify required and recommended impacts and impact categories needed for the analysis. Complete a preliminary environmental impact analysis for each resource area.
 - d) Recommend significance thresholds criteria.
 - e) Develop PEIR Alternatives.
 - f) Develop and finalize PEIR Alternatives-analysis methodology, including final refinement of the Alternatives to be used in the PEIR.
 - g) Analyze cumulative impacts. Explicitly evaluate the impacts of the proposed 2026 RTP/SCS in combination with other foreseeable projects and plans anticipated to cause related impacts. To the extent feasible, the 2026 RTP/SCS PEIR will need to evaluate the expected impact of the Plan as a whole in the plan horizon year and interim years to be determined, in combination with non-transportation plans and projects.
 - h) Analyze growth-inducing impacts. Evaluate the growth-inducing impacts of the 2026 RTP/SCS and the Alternatives, specifically estimating and comparing the expected long-term development patterns supported by alternative policies and transportation investments.
 - i) Provide recommendations for incorporating public health, Environmental Justice, and Climate Change Adaptation discussions.
 - j) Explore and provide recommendations on methods to better facilitate tiering from the PEIR; tiering options are not limited to SB 375 CEQA streamlining. This requires evaluating the MCTC model, analysis methodology used, and model outputs (at all geographic levels) to determine what additional information can be made available through the PEIR to facilitate tiering.
- 1.6. Assess data needs for PEIR. Confer with MCTC staff to identify existing data available for use in PEIR and additional data needed to complete thorough PEIR analysis. MCTC staff will perform traffic and air quality modeling, with assistance from other consultants as needed.
 - a) Identify data needs and develop schedule for data acquisition
 - b) Obtain missing data identified in data needs assessment.
- 1.7. Identify any additional technical studies/evaluations determined to be necessary by MCTC to augment the program-level analysis, including, but not limited to the following topics:
 - a) Air quality

- b) Biological resources and endangered species
 - c) Community Impacts
 - d) Health
 - e) Land Use
 - f) Ag and open space resources
 - g) Water quality
 - h) Air Quality Conformity
 - i) Visual Aesthetic
 - j) Transportation
 - k) Disadvantaged Communities/Environmental Justice
 - l) Title VI of the Civil Rights Act of 1964
 - m) Geology, Soils, & Minerals Resources
 - n) Greenhouse Gas Emissions Analysis
 - o) Hazards
- 1.8. Initiate required and recommended technical studies, subject to MCTC staff direction and approval.
 - 1.9. Initiate alternatives development and impact assessment for the 2026 RTP/SCS and alternatives for all identified impact categories, subject to MCTC staff direction and approval.
 - 1.10. Meet with MCTC staff on a regular basis to identify any specific issues, concerns, and directions regarding implementation of the PEIR. Attend outreach meetings that relate to PEIR CEQA requirements.

PHASE 1 DELIVERABLES

- 2.1. Finalize formal PEIR schedule of deliverables and provide outline of overall PEIR approach, including specific issues and concerns; subject to MCTC approval by February 3, 2025.
- 2.2. Scoping process for PEIR:
 - a) Develop and update MCTC list of stakeholders.
 - b) Prepare and issue the Notice of Preparation (NOP) by February 21, 2025.
 - c) Compile and respond to NOP comments.
 - d) Conduct scoping meetings.
 - e) Advise on and conduct other early consultation efforts, per CEQA requirements.
- 2.3. Report/outline detailing recommended overall PEIR methodology by March 7, 2025; including but not limited to, the following topics:
 - a) PEIR format and organization
 - b) Project objectives, project description, statement of purpose and need
 - c) Environmental setting /existing conditions and environmental impacts analysis
 - d) Significance thresholds
 - e) Mitigation measures
 - f) Project Alternatives and methodology for Alternatives analysis.
 - g) Cumulative impacts and growth inducing impacts analysis.
 - h) Accommodating the SCS, APS, and CEQA streamlining provisions of SB 375 in the PEIR.

- i) Analysis methodology to facilitate CEQA streamlining provisions in SB 375.
 - j) Addressing additional issues and concerns of MCTC staff and legal counsel with regard to creating a legally defensible PEIR.
 - k) Recommendations for incorporating additional topics such as public health, Environmental Justice, Climate Change Adaptation.
 - l) Recommendations for additional tiering options, not limited to CEQA streamlining.
 - m) Recommendations for additional technical studies and report on progress of technical studies that have been initiated.
- 2.4. Final data needs assessment and schedule of data acquisition, including list of data sources.
- 2.5. Rough draft for Draft PEIR in final document format. The rough draft will include but is not limited to the following information:
- a) Project objectives, project description, statement of purpose and need, and project Alternatives
 - b) Preliminary environmental settings/existing conditions and environmental impacts analysis of the 2026 RTP/SCS PEIR Alternatives
 - c) Significance thresholds
 - d) Draft mitigation measures
 - e) Cumulative impacts and growth inducing impacts.
- 2.6. Available for meetings and consultation with MCTC staff, on an as-needed basis.
- a) In-person meetings at MCTC offices – if deemed necessary
 - b) Monthly teleconference meetings or on an agreed upon basis with MCTC staff
 - c) Availability of key staff for brief telephone discussions on an as-needed basis.
- 2.7. Monthly, written progress reports to MCTC staff; subject to MCTC Staff approval.

PHASE 2. Preparation of the Draft PEIR

This task consists of the development and implementation of the technical analyses supporting the development of the PEIR and preparation of the Draft PEIR. An administrative Draft PEIR must be prepared for internal MCTC staff review by February 14, 2026. The administrative Draft PEIR must be revised to fully satisfy and respond to MCTC staff's comments. Once MCTC is satisfied that all relevant comments have been appropriately addressed by Contractor, then the Draft PEIR will be reproduced for public distribution. The Draft PEIR must be in its final form and ready for release by the MCTC board by April 22, 2026. The Draft PEIR must be available in Americans with Disabilities Act accessible digital format to be hosted online by MCTC staff. Specifically, Contractor shall complete the following tasks for Phase 2, in coordination with, and under the direction of, MCTC staff and subject to MCTC approval:

PHASE 2 TASKS

- 1.1. Complete necessary technical studies that are not performed by MCTC staff.
- 1.2. Complete all analyses for Draft PEIR; including but not limited to, the following:
 - a) Complete adequate evaluation and comparison of alternative plans.
 - b) Complete impact assessment of the 2026 RTP/SCS and the alternatives for all identified impact categories.

- c) Complete cumulative impact and growth-inducing impact evaluations.
- d) Complete and finalize list of mitigation measures.
- e) Complete draft GIS maps.
- f) Complete all necessary appendices work.
- 1.3. Complete an administrative Draft PEIR for internal MCTC staff review. The document shall be legally defensible. Tables and graphs shall be used to explicitly illustrate findings. All text must be written in clear and concise writing style that is easily understood by decision-makers and the general public.
- 1.4. Revise and finalize Draft PEIR. The final Draft PEIR must incorporate and fully respond to all MCTC staff comments and concerns.
- 1.5. Initiate release of Draft PEIR to stakeholders for a 45-day public review period. Contractor is responsible for filing the PEIR with State and County agencies.
 - a) Update existing stakeholder list.
 - b) Print, duplicate, and mail Draft PEIR to appropriate stakeholders for public comment and review. Provide estimates for up to 10 hard copies and 20 disc formats copies.
- 1.6. Meet with MCTC staff on a regular basis to identify any specific issues, concerns, and directions regarding implementation of the PEIR. Attend outreach meetings that relate to PEIR CEQA requirements.

PHASE 2 DELIVERABLES

- 2.1. Completion of all technical studies and PEIR analyses by date agreed upon between MCTC and consultant.
- 2.2. Administrative Draft PEIR for internal review by February 14, 2026, in Microsoft Word and in PDF format
- 2.3. Revise Administrative Draft PEIR to final form and provide copies of final Draft PEIR to MCTC Staff.
 - a) Draft PEIR and technical appendices in Microsoft Word and in PDF format
 - b) Unbound original Draft PEIR (1 mailed hard copy).
- 2.4. Release of Draft PEIR by April 22, 2026.
 - a) Update existing PEIR stakeholder list.
 - b) Print, duplicate, and mail draft PEIR to appropriate stakeholders for public comment and review. Provide estimates for up to 10 hard copies and 20 disc formats copies.
 - c) Conduct public workshops.
 - d) File Notice of Completion with State Clearinghouse
- 2.5. Available for meetings and consultation with MCTC staff, on an as-needed basis.
 - a) In-person meetings at MCTC offices – as deemed necessary
 - b) Weekly teleconference meetings or on an agreed upon basis with MCTC staff
 - c) Availability of key staff for brief telephone discussions on an as-needed basis.
- 2.6. Monthly, written progress reports to MCTC staff; subject to MCTC staff approval.

PHASE 3. Preparation of the Final PEIR

After the 45-day public review period for the Draft PEIR has closed, Contractor shall prioritize and assess all relevant comments and jointly prepare written responses to the comments for inclusion in the Final PEIR, subject to MCTC staff approval. This will include all comments received through public review of the Draft PEIR, including any written and oral testimony given at public hearings. The Final PEIR must be available in Americans with Disabilities Act accessible digital format to be hosted online by MCTC staff. The Final PEIR for the 2026 RTP/SCS must be in its final form and ready for adoption by the MCTC board by June 17, 2026.

The consultant team will revise the Draft PEIR to make it consistent within any appropriate modifications suggested in the Response to Comments in Phase 3 and any necessary refinements in the project description. In addition, preparation of the Final PEIR shall include a Mitigation Monitoring and Reporting Program that contains a separate listing of all mitigation measures in the PEIR, along with explicit funding, enforcement, performance standards, and monitoring responsibilities and clear monitoring schedules. Specifically, Contractor shall complete the following tasks for Phase 3, in coordination with, and under the direction of, MCTC staff and subject to MCTC approval:

PHASE 3 TASKS

- 1.1. Prepare responses to all comments received on the Draft PEIR.
- 1.2. Complete an administrative draft Final PEIR; including but not limited to the following:
 - a) Incorporating revisions, corrections, and additions since the release of the Draft PEIR.
 - b) Incorporating responses to comments on the Draft PEIR.
 - c) Preparing a draft Mitigation Monitoring and Reporting Program.
- 1.3. Complete Final PEIR and Final Mitigation Monitoring and Reporting Program, incorporating all MCTC and legal counsel comments and revisions.
- 1.4. Release Final PEIR and Mitigation Monitoring and Reporting Program to stakeholders.
 - a) Print and Distribute Final PEIR and Mitigation Monitoring and Reporting Program, including Responses to Comments.
 - b) Mail responses to comments to stakeholders.
 - c) Provide Draft Findings of Fact and Statement of Overriding Considerations.
 - d) Complete Final Findings of Fact and Statement of Overriding Considerations, incorporating all MCTC and legal counsel comments, concerns, and revisions.
- 1.5. Communicate with MCTC staff on a regular basis to identify any specific issues, concerns, and directions regarding implementation of the PEIR. Attend outreach meetings that relate to PEIR CEQA requirements.

PHASE 3 DELIVERABLES

The Final PEIR must be in its final form and ready for adoption and certification by the MCTC board by the June 17, 2026, MCTC Board meeting. For more details, refer to Section IV Schedule.

- 2.1. Prepare and finalize responses to all comments received on the Draft PEIR.

- 2.2. Rough draft of Final PEIR and Mitigation Monitoring and Reporting Program for MCTC staff by TBD. Administrative draft Final PEIR and Mitigation Monitoring and Reporting Program for internal review by TBD in Microsoft Word and in PDF format.
- 2.3. Revise Administrative Final PEIR and Mitigation Monitoring and Reporting Program to final form and provide copies of Final PEIR and Final Mitigation Monitoring and Reporting Program
 - a) Final PEIR and Final Mitigation Monitoring and Reporting Program in Microsoft Word, PDF format and 5 disc format copies.
 - b) Unbound, original Final PEIR (1 hard copy).
- 2.4. Release of Final PEIR and Mitigation Monitoring and Reporting Program by TBD.
 - a) Update existing PEIR stakeholder list.
 - b) Print, duplicate, and mail Final PEIR to appropriate stakeholders. Provide estimates for up to 10 hard copies and 20 disc formats copies.
 - c) Complete Final Findings of Fact, Statement of Overriding Considerations, and Notice of Determination.
- 2.5. Available for meetings and consultation with MCTC staff, on an as-needed basis.
 - a) In-person meetings at MCTC offices on an as-needed basis.
 - b) Monthly teleconference meetings or on an agreed upon basis with MCTC staff
 - c) Availability of key staff for brief telephone discussions on an as-needed basis.
 - d) Monthly, written progress reports to MCTC staff; subject to MCTC staff approval.

Schedule

February 2025 – January 2027.

Budget

The budget available is up to \$125,000.

Materials to be Provided by Consultant

Unless otherwise specified in the contract, the Consultant will provide all materials to complete the required work in accordance with the delivery schedule and cost estimate.

MCTC Project Manager

Dylan Stone
Madera County Transportation Commission
2001 Howard Road, Suite 201
Madera, CA 93637
(559) 675-0721 x3
dylan@maderactc.org

Project Timeline

November 22, 2024	Distribution of Request for Proposals
December 5, 2024	Proposal questions due to MCTC
January 3, 2025	Proposals due to MCTC by 3:00 p.m.
January 14, 2025	Possible Consultant Interviews
January 22, 2025	Consultant Selection by Board
February 1, 2025	Contract Start Date (tentative)

Proposals may differ from the proposed schedule for valid, expressed reasons; however, MCTC intends that the consultant will commit an adequate level of staffing and maintain careful organization and communication in order to meet the proposed schedules as well as all proposed products of the project. The contract for this project may contain a liquidated damages clause for failure to complete work on time.

Proposal Submittal

Proposals shall be provided electronically as a PDF. *PAPER SUBMISSIONS ARE NOT REQUIRED AND WILL NOT BE ACCEPTED.*

Digital Submittal

1. Proposals must be in PDF format.
2. Proposals must be submitted electronically, via email to troy@maderactc.org or via a platform such as Dropbox or other similar, cloud based .FTP site.

Proposals must be **received** no later than **3:00 pm on January 3, 2025**.

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

Questions

Questions should be directed to Troy McNeil by email at troy@maderactc.org. Questions must be in writing and will be accepted until 3:00 p.m. on **December 5, 2024**. Replies to the written questions submitted will be posted on the [MCTC website](http://www.maderactc.org) (www.maderactc.org) no later than **December 6, 2024**. Please check regularly for amendments or additional information on this RFP. Consultants that are applying are forbidden from contacting members of the Madera County Transportation Commission to discuss their proposal. Failure to comply with this requirement may cause your proposal to be denied without review.

General Conditions

Limitations

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

Award

All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. MCTC also reserves the right to award the contract without discussion or interviews based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the price proposal provided will be the basis for negotiations to ensure MCTC receives a fair and reasonable price. The selected consultant shall execute a contract with MCTC after consultant selection approval. The official selection of the consultant, if any, will be made by MCTC on January 22, 2025, or at the next available Board meeting. Unsuccessful proposals will be notified in writing.

RFP Addendum

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

Verbal Agreement or Conversation

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

Pre-contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to MCTC.

3. Negotiations with MCTC on any matter related to proposals.
4. Other expenses incurred by a contractor or proposer prior to the date of the award of any agreement.

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

Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by **February 1, 2025**.

Term

The term of the contract is expected to begin **February 1, 2025**, and is expected to be completed by **January 31, 2027**.

Insurance

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming The Madera County Transportation Commission as an additional insured.
4. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by MCTC): \$1,000,000 per claim.

Contract Arrangements

The proposer is expected to execute a contract similar to MCTC's Professional Services Agreement, which meets State and federal requirements.

1. **Disadvantaged Business Enterprise DBE Policy:** It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have

the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. MCTC will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone, in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.

2. **DBE Obligation:** The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate based on race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

3. **Equal Employment Opportunity:** In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

1. A copy of the consultant(s) Equal Employment Opportunity policy (applicable for firms with 50 or more employees); and
2. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate
 - The description of work each named firm will perform
 - The dollar amount of participation by each DBE firm
3. **Conflict of Interest:** Firms submitting proposals in response to this RFP must disclose to MCTC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to

be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in this proposal.

Proposal Requirements

Experience and Qualifications

Prospective consultants shall provide a summary description of the firm's overall qualifications for this project and previous experience on similar or related engagements. The proposal shall also provide a description of the qualifications and experience of key staff proposed for this project. For each key project staff that works on this project, the proposal must list the location of the office that the employee typically works. Failure to provide the requested information may disqualify a proposal. (8 page maximum)

Understanding of the Project

Prospective consultants shall include a brief narrative introducing the consultant's understanding of the project requirements. The contents of this section are to be determined by the respondent, but shall demonstrate understanding of the unique characteristics of this project and the requirements of the project in the scope of work contained in this request for proposals. Prospective consultants shall identify and state in the proposal the types of information it will need to complete the Scope of Work. (12 page maximum)

Project Personnel

Prospective consultants shall designate by name the project manager and primary professional staff to be employed. Primary professional staff shall include staff with a high number of proportionate hours performed on the project and specialized and/or technical staff. The selected consultant shall not substitute the project manager or key professional staff without the prior approval of the MCTC Executive Director. (3 pages maximum)

Subcontracting

If subcontractors are used, prospective consultants shall submit a description of each person and/or firm, the work to be done by each subcontractor, and the proposed budget for each person and/or firm. The MCTC Executive Director must approve all subcontractors and no work may be subcontracted nor the subcontractor changed without the prior approval of the MCTC Executive Director. (2 pages maximum per subcontractor)

References

Prospective consultants shall provide names, addresses, and telephone numbers for three clients for whom the prospective firm has completed technical and management assignments of similar complexity to that proposed in this request. A brief summary

statement for each assignment shall be provided, along with a description of the role the proposing firm had in project completion and/or implementation of said projects. Key project personnel shall also be included in references, with a minimum of one reference specific to key personnel proposed for work on this project. Previous projects for key personnel may include work performed outside of the proposing firm, if necessary, and may necessitate additional listed references. At least one reference for each subcontracted person and/or firm shall be provided. (6 page maximum)

Methodology

Prospective consultants shall describe the overall approach to the project, specific techniques that will be used, and the specific administrative and operational management expertise that will be employed. A proposed schedule shall be included. The project schedule must be clearly stated with intermittent milestones. (15 pages maximum)

Conflict of Interest

Prospective consultants shall disclose any financial, business, or other relationship with MCTC, either of the two incorporated cities in Madera County, the County of Madera, or any of their officers or officials that may have an impact on the outcome of the project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of the project.

Disadvantaged Business Enterprise

The following forms must be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the RFP:

- ADM-0227f: Disadvantaged Business Enterprise (DBE) Information Participation, and/or
- ADM-0312f: Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation

Failure to complete and submit the required DBE information and forms, will be grounds for finding the bidder/proposer non-responsive and cause for rejection of the bid/proposer.

Subcontracts

If any subcontractors are to be used, the prospective contractor must submit a description of each person or firm, the work to be done by each subcontractor, and the cost of the work. The prospective contractor shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective subcontractor(s) has performed recent assignments of similar complexity to that proposed in this request.

Project Costs

Prospective consultants shall include cost details for the hourly labor rate, administrative and overhead rates, and the profit rates as shown below for each staff member working on the project.

Sample Cost Proposal				
Title	Hourly Rate	Overhead	Profit	Total Hourly Rate
Project Manager				
Professional Staff				
Other Staff				

The proposal shall include a cost breakdown of the expenses incurred for the project by task, including the employee (with hours) to be assigned to each task, and the total cost of the project.

Signature

The proposal shall be signed by an official(s) authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company.

All proposals, whether selected or rejected, shall become the property of the Madera County Transportation Commission.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

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

Proposal Evaluation and Selection

A proposal review panel made up of members of MCTC and the selected Evaluation Committee will evaluate the proposals. Proposers may be telephoned and asked for

further information, if necessary. Previous clients will also be called. The panel will make recommendations to the MCTC Executive Director based on the proposal and reference check. MCTC reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

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

Evaluation considerations include the following:

- Responsiveness of the proposal in clearly stating the understanding of the work to be performed.
- Cost, although a significant factor, may not be the dominant factor. Cost is particularly important when all other evaluation criteria are relatively equal.
- Technical experience of the firm.
- Experience and professional activities of the proposed firm.
- Size and structure of the firm.
- Past performance of the proposer on work previously performed for similar governmental agencies.

Following the qualification-based ranking, negotiations may be conducted with the most qualified proposer. Failing an agreement on price, MCTC will negotiate with the next most qualified proposer until a contract can be awarded to the most qualified offeror whose price is fair and reasonable.

Proposals submitted by each consultant will be evaluated separately based on how well each proposal meets the scoring criteria listed below:

CRITERIA	POINTS
PROPOSAL	
Comprehension of Project	10
Thoroughness of Proposal	10
Meeting the RFP Objectives	5
Project Delivery Time	5
CONSULTANT QUALIFICATIONS	
Qualifications and Experience	50
References	10
DBE Participation Level	5

COST	
Reasonableness of Cost	5
TOTAL POSSIBLE (RFP)	100

Payment Schedule

Payment to the selected consultant will be made upon successful completion of project tasks as invoiced by the consultant. Pre-award expenses shall not be allowed. Invoices shall be billed on a monthly basis. All invoices will be mailed to the MCTC office at 2001 Howard Road, Suite 201, Madera, CA 93637.

Appendix I Sample Agreement

PROFESSIONAL SERVICES AGREEMENT
between
MADERA COUNTY TRANSPORTATION COMMISSION
And

THIS AGREEMENT is made and entered into this ____ day of _____ 2025, by and between the MADERA COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as "COMMISSION," and _____, hereinafter referred to as "CONSULTANT."

RECITALS

- A. COMMISSION has previously received a proposal from CONSULTANT to complete _____, hereinafter described as "the Project".
- B. COMMISSION has determined the Project will involve the performance of professional and technical services of a temporary nature.
- C. COMMISSION does not have available employees to perform the services for the Project.
- D. CONSULTANT has the extensive experience and expertise necessary for the performance of the professional and technical services required for the Project.
- E. CONSULTANT has agreed to perform services pursuant to the following terms.

AGREEMENT

1. **SCOPE.** CONSULTANT shall perform tasks as set forth in CONSULTANT's proposal and as agreed upon with the COMMISSION. CONSULTANT shall determine the methods, details, and means of performing the scope of work. CONSULTANT shall determine, at the earliest feasible time, those factors that could severely inhibit or prohibit the approval of the proposed Project. CONSULTANT shall promptly notify COMMISSION's Representative of the CONSULTANT's findings regarding such factors and conclusions related thereto, for the purpose of determining the feasibility of continuing with the Project according to the scope of work. In the event the preparation of the project is terminated, CONSULTANT shall be paid for the work completed, in accordance with the provisions of section 4.06, below.

2. **PAYMENT TERMS.**

2.01 COMMISSION agrees to pay CONSULTANT for its services hereunder (including expenses of every kind) according to the cost proposal submitted, approved, and on file with the COMMISSION, but in no event shall it exceed \$_____. CONSULTANT's fees and costs shall be computed and paid based upon CONSULTANT's invoices detailing the work satisfactorily performed during the period. COMMISSION shall make payment to CONSULTANT, for all work tasks satisfactorily performed, within thirty (30) days of COMMISSION's receipt of properly detailed invoices. CONSULTANT shall not perform any work or services or incur any expenses, and COMMISSION shall have no obligation to pay for any work or services or expenses, costing more than the amounts set forth above without the prior express written approval of the COMMISSION. Such approval, if any, must be in the form of a written amendment to this Agreement, which has been approved by CONSULTANT and by the COMMISSION.

3. **TERM OF AGREEMENT.**

This Agreement shall take effect _____ and shall terminate _____, unless terminated earlier by one or both parties.

4. **GENERAL PROVISIONS.**

4.01 CONSULTANT and COMMISSION agree that all professional services performed pursuant to this Agreement by CONSULTANT shall be performed as an independent contractor. Under no circumstances shall CONSULTANT look to COMMISSION as its employer, or as a partner, agent, or principal. CONSULTANT shall not be entitled to any benefits accorded to COMMISSION's employees, including, without limitation, worker's compensation, disability insurance, vacation, or sick pay. CONSULTANT shall be responsible for providing, at its own expense, and in its name, disability, worker's compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder. All persons employed by CONSULTANT in connection with this Agreement shall not be agents or employees of COMMISSION. CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder.

4.02 CONSULTANT and COMMISSION agree to use reasonable care and diligence to perform their respective services under this Agreement. CONSULTANT represents that it has the qualifications and ability to perform the services required hereunder and will do so with care, skill, and diligence in a professional manner and in accordance with the standards of performance generally applicable to professionals in CONSULTANT's field performing the same or similar services under the same or similar circumstances, without the advice, control, or supervision of COMMISSION. CONSULTANT shall be solely responsible for the professional performance of the services hereunder, and shall receive no assistance, direction, or control from COMMISSION. CONSULTANT shall have the sole discretion and control of its services and the manner in which performed. However, COMMISSION retains the right to administer this Agreement so as to verify that

CONSULTANT is performing its obligations in accordance with the terms and conditions hereof.

4.03 During the performance of this Agreement, CONSULTANT will not discriminate against any employee or applicant for employment on any basis prohibited by State or Federal Law including race, religion, creed, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship. The CONSULTANT will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any basis prohibited by law. CONSULTANT will take affirmative steps to ensure that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex, age, disability or any other basis forbidden by law.

4.04 The applications and documents prepared by CONSULTANT pursuant to this Agreement shall become the property of COMMISSION. COMMISSION is entitled to full and unrestricted use of such applications and documents for this Project. COMMISSION may also retain the original of the documents upon request. CONSULTANT shall not apply for copyrights or patents on all or any part of the work performed under this Agreement. CONSULTANT shall not be liable or responsible for any use, reuse, or modification of, or derivation from, any of such applications and documents prepared by CONSULTANT that is made without CONSULTANT's written consent other than for purposes contemplated by CONSULTANT's scope of work in the respective tasks undertaken pursuant to Section 1 above.

4.05 COMMISSION may terminate this Agreement without cause by giving at least thirty (30) days written notice to CONSULTANT. The written notice shall specify the date of termination. Upon receipt of such notice, CONSULTANT may continue work on the Project through the date of termination. CONSULTANT may terminate this Agreement without cause by giving at least thirty (30) days written notice to the COMMISSION. The written notice shall specify the date of termination. If either party breaches a material provision of this Agreement, then the other party may, at its option, immediately terminate this Agreement by giving written notice to the breaching party of such termination and specifying the reasons therefore. If this Agreement is terminated for any reason prior to its completion, CONSULTANT shall be paid for all work satisfactorily performed through the date CONSULTANT received the notice of termination and for any additional work expressly requested by COMMISSION's Representative as necessary to wind up the work performed up to the date of termination. Such payment shall be in an amount based upon performance and completion of the on-call tasks as set forth in the proposal.

4.06 If CONSULTANT materially breaches the terms of this Agreement, COMMISSION shall retain the plans, specifications, and other documents prepared by CONSULTANT, and may have the following remedies:

4.06.1 Immediately terminate the Agreement with CONSULTANT;

4.06.2 Complete the unfinished work, under this Agreement, with a different consultant;
or

4.06.3 Charge CONSULTANT with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due CONSULTANT, had CONSULTANT completed the work.

4.07 This Agreement is binding upon COMMISSION and CONSULTANT and their successors. Except as otherwise provided herein, neither COMMISSION nor CONSULTANT shall assign, sublet or transfer its interest in this Agreement or any part thereof, or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.

4.08 A COMMISSION representative shall be designated by COMMISSION and a CONSULTANT representative shall be designated by CONSULTANT. The COMMISSION representative and the CONSULTANT representative shall be the primary contact person for each party regarding performance of this Agreement. The COMMISSION representative shall cooperate with CONSULTANT and the CONSULTANT representative shall cooperate with COMMISSION in all matters regarding this Agreement, and in such a manner as will result in the performance of the work in a timely and expeditious fashion.

COMMISSION Representative

Patricia Taylor

Madera County Transportation Commission

2001 Howard Road, Suite 201

Madera, CA 93637

(559) 675-0721

patricia@maderactc.org

CONSULTANT Representative

4.09 This Agreement represents the entire and integrated Agreement between COMMISSION and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

4.10 Where the payment terms provide for compensation on a time and materials basis, CONSULTANT shall maintain adequate records to permit inspection and audit of its time and material charges under this Agreement. All such records shall be available to COMMISSION. Such books and records shall be maintained and kept on a current basis, with all transactions pertaining to this Agreement recorded in a form in accordance with generally acceptable accounting principles. Such books and records shall be made available to the COMMISSION and to any authorized representative thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained

for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least three years after the expiration of the term of this Agreement.

4.11 COMMISSION and CONSULTANT agree that until final approval by COMMISSION all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without the prior written consent of both parties.

4.12 CONSULTANT shall employ no COMMISSION, County of Madera, City of Madera, or City of Chowchilla official or employee in the performance of the work pursuant to this Agreement. No officer or employee of the COMMISSION shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 and following. CONSULTANT represents that CONSULTANT and its officers and employees have no present financial or other conflict of interest that would disqualify any or all of them from entering into or performing services under this Agreement. During the term of this Agreement, CONSULTANT, its officers and employees shall not acquire any financial or other interest that would disqualify any or all of them from performing services under this Agreement.

4.13 The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

4.14 If either party to this Agreement shall bring or participate in any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney's fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

4.15 CONSULTANT shall save, keep and hold harmless COMMISSION, its officers, agents, employees and volunteers from any third party claims for loss, cost, expense (including attorneys' fees), damage, claim or liability, in law or equity, including, but not limited to, liability as a result of injury to, or death of, any person or damage to, or loss or destruction of, any property, resulting from or arising out of or in any way connected with the negligent performance of this Agreement by CONSULTANT, any of the CONSULTANT's employees, or any subcontractor, regardless of the negligence of COMMISSION, its officers, agents, employees or volunteers, except to the extent such loss, cost, expense, damage, claim or liability results from the active negligence or willful misconduct of COMMISSION, its officers, agents, employees or volunteers. COMMISSION will not be held liable for any accident, loss or damage to the work prior to its completion and acceptance. Upon request of COMMISSION, CONSULTANT shall, at no cost or expense to

COMMISSION, its officers, agents, employees or volunteers, defend any suit asserting a claim for any loss, damage, or liability due to CONSULTANT's negligence, and CONSULTANT shall pay any costs and attorney's fees that may be incurred by COMMISSION, its officers, agents, employees or volunteers in connection with any such claim or suit. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, (1) CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability and (2) CONSULTANT may submit a claim to COMMISSION for reimbursement of reasonable attorneys' fees and defense costs incurred in defending COMMISSION in proportion to the established comparative liability of the indemnified party.

4.16 Without limiting CONSULTANT's indemnification of COMMISSION, its officers, agents, employees and volunteers, CONSULTANT shall provide, at its own expense, and maintain at all times during the term of this Agreement (and any extensions thereof) the following insurance with insurance companies licensed in the State of California and acceptable to the COMMISSION. CONSULTANT may be required to provide satisfactory proof of such insurance to COMMISSION. Such insurance policies shall name the COMMISSION, its officers, agents and employees as additional insureds under said policies, shall include a provision that the coverage is primary with respect to COMMISSION and its officers, agents and employees, and shall contain a provision preventing cancellation without thirty (30) days prior notice to COMMISSION in writing at the address of COMMISSION:

4.16.1 Worker's Compensation Insurance, in compliance with the laws of the State of California;

4.16.2 General Liability Insurance, with a minimum limit of liability per occurrence of One Million Dollars (\$1,000,000.00) for bodily injury and One Hundred Thousand Dollars (\$100,000.00) for property damage. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations and broad form contractual;

4.16.3 Automobile Liability Insurance, with a minimum limit of liability per occurrence of One Million Dollars (\$ 1,000,000.00) for bodily injury and One Hundred Thousand Dollars (\$100,000.00) for property damage. This insurance shall provide coverage for bodily injury, property damage, hired automobiles, and non-owned automobiles.

4.16.4 Errors and Omissions/ Professional Services Liability Insurance with a minimum limit of liability in the amount of One Million Dollars (\$1,000,000.00).

4.17 The CONSULTANT acknowledges and agrees that the work to be performed under this Agreement will be solely for the benefit of COMMISSION and that CONSULTANT owes its duties of performance and loyalty to COMMISSION and not to any other person or entity. CONSULTANT further acknowledges and agrees that no provision of this

Agreement shall in any way inure to the benefit of any third person or entity so as to constitute any such person or entity a third-party beneficiary of said Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person or entity not a party hereto. CONSULTANT further acknowledges and agrees that the final responsibility and final authority as to the quality and the contents of the work to be performed hereunder lies in the sole discretion of COMMISSION and not in any other person or entity.

4.18 All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the services hereunder and/or the termination of this Agreement.

5. ADDITIONAL PROVISIONS

5.01 CONSULTANT shall use reasonable care and diligence to comply with the applicable federal, state, and local laws in performance of work under this Agreement. In addition to the foregoing, the following provisions shall be applicable to services provided under this Agreement:

5.02 All contractors, including sub-contractors, will comply with 2 CFR Part 200 to determine the allowability of individual project costs.

5.03 All contractors, including sub-contractors, will comply with Federal administrative procedures in accordance with 2 CFR Part 200.

5.04 All subcontractors will also be bound by the same regulations within this agreement.

5.05 All records pertaining to this agreement will be retained for 3 years from date of final payment and shall make all such supporting information available for inspection and audit by representatives of the State, the Bureau of State Audits, or the Federal Government upon request.

5.06 All contractors, including subcontractors, will have an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for contract. The accounting system shall conform to Generally Accepted Accounting Principles.

5.07 Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to COMMISSION, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

6.01 Policy. It is the policy of the COMMISSION that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of work under this AGREEMENT. The DBE requirements of 49 CFR, Part 26, apply to this AGREEMENT. The COMMISSION shall not discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age physical or mental disability, legally-protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws in the award and performance of any DOT-assisted contract or in the administration of the Disadvantaged Business Enterprise (DBE) Program or the requirements of 49 CFR Part 26. The COMMISSION shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The COMMISSION's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the COMMISSION of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program fraud Civil Remedies Act of 1986 (31 U.S. Code §3901 et seq.).

6.02 Contract Assurance. The Contractor, Subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by each CONSULTANT to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments.
2. Assessing Sanctions
3. Liquidated Damages.
4. Disqualifying the contractor from future bidding as non-responsible.

6.03 DBE Obligation. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the COMMISSION provides prior authorization approving the request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplies by the listed DBEs.

6.04 Prompt Payment of Funds. No retainage will be held by the COMMISSION from payments due the CONSULTANT. Any retainage held by the CONSULTANT from payments

due any subcontractors shall be promptly paid in full to subcontractors for satisfactory performance no later than the (10) days from the receipt of each payment the CONSULTANT receives from the COMMISSION. Federal law (49 CFR Part 26.29) requires that any delay or postponement of payment beyond thirty (30) days may take place for good cause and with the COMMISSION's prior written approval. Any violation of this provision shall subject the CONSULTANT to the penalties, sanctions and other remedies specified in §7208.5 of the Business and Professions Code. These requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONSULTANT in the event of a dispute involving late payment or no payment by the CONSULTANT, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors or subcontractors.

6.05 DBE Records. The CONSULTANT shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report – Utilization of Disadvantaged Enterprises (DBE)," certified correct by the CONSULTANT or the CONSULTANT's authorized representative and shall be furnished to the COMMISSION with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONSULTANT when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the COMMISSION.

6.06 DBE Certification and De-Certification Status. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONSULTANT in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to the COMMISSION within thirty (30) days.

6.07 As required by Title 49 CFR, Part 26, of the Code of Federal Regulations, each invoice must be accompanied by a completed Disadvantaged Business Enterprises Utilization Report (ADM-3069). This reporting requirement increases accountability, tracks federal dollars, and confirms actual DBE usage.

* * * * *

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this agreement as of the day and year first above-written.

MADERA COUNTY
TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

By: _____

Title: _____