



REQUEST FOR PROPOSALS

THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) INVITES
CONSULTANTS TO SUBMIT PROPOSALS FOR:

**ON-CALL PROPERTY CLEAN-UP SERVICES
(Monterey Branch Line and former Fort Ord Properties)**

You are invited to submit your proposal for services to complete the above work. Proposals are due via email to the project manager, Laurie A. Williamson, at laurie@TamcMonterey.org by **12:00 noon Pacific Daylight Time on Thursday, May 6, 2021.**

Copies of the Request for Proposals (RFP) and supplemental information, if any, are available from the Transportation Agency for Monterey County (TAMC) website (www.tamcmonterey.org) in Adobe Acrobat (PDF) format.

Email submission of Proposals and email inquiries relating to this Request for Proposals should include "On-call Property Clean-up Services RFP" in the subject header.

BACKGROUND

The Transportation Agency for Monterey County (“TAMC” or the “Agency”) is a state-designated public agency with regional transportation planning responsibilities, including rail planning, that cross city-county boundaries. TAMC is committed to planning, funding and delivering transportation projects for the region. The Agency is also committed to providing information to the public about its projects, plans and activities, ensuring public participation and fostering public understanding of its functions.

TAMC’s Board of Directors includes twenty-three members who consist of local officials from each of its twelve incorporated cities and five county supervisorial districts, and ex-officio members from six public agencies. The mission of TAMC is to proactively fund and plan a transportation system that enhances mobility, safety, access, environmental quality and economic activities by investing in regional transportation projects for Monterey County residents, businesses and visitors.

PROJECT DESCRIPTION

This Request for Proposals will be used by TAMC to select a consultant or consultant team to perform on-call property clean-up services to remove trash, debris and personal property left on TAMC property. Items to be removed may be hazardous and/or non-hazardous in nature.

The amount of work to be requested during the life of the on-call contract cannot be well defined at the outset. Work shall be issued on a task order basis with a separate scope of work and budget for each task order.

Attachment A is a draft Scope of Work. A final Scope of Work will be made a part of the professional services agreement between TAMC and the Consultant. A copy of the template agreement anticipated to be used by TAMC is Attachment B. A single document will be prepared between the Consultant and TAMC consistent with the provisions of these attachments.

It is important that the consultant have the capability to work closely with Agency staff. The consultant or consultant team must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

PROJECT BUDGET and CONTRACT TERM

The allocated budget for this contract is \$120,000. The term of the contract shall be two (2) years with an option to extend for one (1) additional two-year period at the sole discretion of TAMC. The total term shall not exceed four (4) years.

SELECTION PROCESS

TAMC will establish a review committee to review the proposals. This review may be followed by an oral interview between a review committee and the firm(s) that respond(s) best to the RFP. Based on the recommendations of the review committee, TAMC staff will issue a “Notice of Intent to Award” notice to all responders, indicating staff’s intent to negotiate with the specific firm considered to be the most qualified consultant or consultant team.

Staff will then attempt to negotiate a final Scope of Work and a Budget for the project with that firm. The final Scope of Work will include a full description of each task, a description of deliverable products, and a schedule of the due dates for the deliverable products and other important milestones. The Budget shall include an estimated cost per task. Upon successful completion of negotiations, the consultants or consultant teams will be recommended to the TAMC Executive Director or the Board of Directors (as applicable) for final selection and contract approval.

Should the most qualified consultant or consultant team and TAMC fail to successfully negotiate a final scope of work and a mutually agreed upon budget for these consulting services, then TAMC reserves the right to enter negotiations with the next most qualified candidate for performance of the work.

Further, the Agency may, or may not, also negotiate contract terms with selected consultants prior to award, and expressly reserves the right to negotiate with several consultants simultaneously and, thereafter, to award a contract to the consultant offering the most favorable terms to the Agency. Submittals, therefore, should contain the consultant’s most favorable terms and conditions, because the selection and award may be made without further discussion with any consultant. The most responsive and competitive submittals will be considered by the Executive Director, or the Board of Directors (as applicable) for consideration and selection. The Agency reserves the right to accept or reject any and all submittals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all consultants at any stage of the evaluation.

The evaluations will be based upon the following criteria:

1	<u>Firm Profile and Project Team:</u> Does the firm offer the breadth and quality of services required for the types of services required by the Scope of Work? Does the firm’s organizational structure show sufficient depth for its present workload, and do assigned personnel have sufficient availability for project? Does the firm accept the contract terms as proposed?	20 points
2	<u>Qualifications:</u> Do the qualifications of key personnel to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel and sub-consultants have requisite education, experience, and professional qualifications including licenses and/or certifications?	20 points
3	<u>Relevant Project Experience:</u> Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?	20 points

4	Proposal: Does the proposal meet the requirements of the Scope of Work? Is it professional in its organization and presentation?	20 points
5	References: Are the firm's references from past clients and associates favorable? Is the firm responsive and professional?	10 points
6	Cost Proposal: Is the proposed cost consistent with established rates or pricing for this type of work?	10 points

Total of 100 possible points

QUESTION & ANSWERS, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, ADDENDA

This Request for Proposals and any addenda will be posted on the Agency's website (www.tamcmonterey.org). Questions and answers regarding the Request for Proposals will also be posted on the website. All potential bidders are responsible for checking the website for any addenda to the bid documents, and the proposal must cite any addenda to be responsive. To receive email notifications of addendums to this Request for Proposals, prospective proposers must submit an email request to the Project Manager noted elsewhere in this RFP.

Any requests for clarification or exceptions to requirements in this Request for Proposals must be received by the Agency no later than 12 noon, PDT, on Monday, April 19, 2021, to guarantee response or consideration. Responses to questions concerning this Request for Proposals posed before this deadline will be posted on the Agency's website (www.tamcmonterey.org).

SUBMITTAL REQUIREMENTS and FORMAT

All interested firms are required to submit one (1) digital copy of their statement to perform the requested consulting services. Proposals shall include a cover letter.

A. **Project Team**

The Proposal shall clearly identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. The submittal shall identify the skills of each of the team members and how those skills will be utilized in the work.

B. **Demonstrated Knowledge and Experience**

The Proposal shall include the assigned project team's demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of contracts.

C. **Work Plan**

The Proposal shall include the consultant's proposed approach to the development and implementation of the scope of work, broken out by tasks which demonstrate the consultant's knowledge and understanding of the project and the constraints and challenges associated with performing the tasks outlined in the scope of work.

D. References

The Proposal shall include at least three (3) recent references from past clients for similar types of work.

E. Cost Proposal

The Proposal shall include a listing of the hourly rates for the assigned personnel for the term of the contract. For project limits, see Attachment A, Scope of Work, Exhibit A, TAMC Fort Ord Property and MBL Cleanup.

PROPOSED SCHEDULE

Date/ Timeframe	Task
Friday, April 2, 2021	Release RFP
Monday, April 19, 2021	Deadline for questions and/or requests for clarification or exceptions by 12:00 pm noon PDT.
Thursday, May 6, 2021	Electronic proposals due to TAMC by 12:00 pm noon PDT.
May 7 – 21, 2021	Proposal review, determine top ranked consultant, send Tentative Award letter, negotiate contract.
June 23, 2021	Bring contract to TAMC Board for approval.

MISCELLANEOUS**A. Modification or Withdrawal of Submittals**

Any submittals 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, however, the modified submittal must be received by the time and date specified above.

B. Property Rights

Any submittals received within the prescribed deadline become the property of TAMC and all rights to the contents therein become those of TAMC.

C. Confidentiality

Before award of the contract, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposals), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of any submittals as confidential will be regarded as non-effective and will be disregarded.

D. Amendments to Request for Proposals

TAMC reserves the right to amend the Request for Proposals by addendum before the final submittal date.

E. Non-Commitment of TAMC

This Request for Proposals does not commit TAMC to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

F. Conflict of Interest

The prospective consultant shall disclose any financial, business or other relationship with TAMC that may have an impact upon the outcome of this contract or TAMC construction project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or TAMC projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on TAMC projects.

G. Nondiscrimination

The prospective consultant must certify compliance with nondiscrimination requirements of TAMC pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

H. Final Selection and Protests

The selection process is considered concluded when a "Tentative Award" email is sent to all participating consultants indicating which consultant will be recommended approval. The firm recommended is not a final selection and no contract is certain until approved by the TAMC Executive Director, or Board of Directors, as applicable.

Protestants shall email a detailed statement of protest to the project manager noted elsewhere in this RFP no later than five (5) business days after receipt of the "Tentative Award" email described above.

QUESTIONS

If you need assistance or have any questions, please email the Project Manager noted elsewhere in this RFP.

Attachments:

- A. Scope of Work, Including Exhibit A,
- B. Sample TAMC Standard Agreement for Professional Services,

ATTACHMENT A SCOPE OF WORK

ON-CALL PROPERTY CLEAN-UP SERVICES (Monterey Branch Line and former Fort Ord Properties)

INTRODUCTION:

The Transportation Agency for Monterey County (TAMC) is requesting proposals from qualified companies or contractors (Contractor) to perform on-call property clean-up services, including disposal, along TAMC's Monterey Branch line from Contra Costa Street in Sand City to Blackie Road in Castroville, and on TAMC properties at the former Fort Ord military base in Marina, California (APN 031-221-001, -003, -004 and -014). Items to be cleaned up and disposed of include trash and miscellaneous items left behind by individual trespassing on TAMC property. These items may be both hazardous and non-hazardous in nature.

The amount of work to be requested during the life of the on-call contract cannot be well-defined at the outset. Work shall be issued on a task order basis with a separate scope of work and budget for each task order.

A site meeting will be held for each task order to be issued. The extent of the clean-up required may change after the time of each site meeting and will vary over time. Items for removal and disposal include, but are not limited to, food, miscellaneous papers, clothing, bedding, sleeping bags, tarps, shopping carts, batteries, broken or dismantled items, and miscellaneous wood and metal items. Items for removal and disposal may also include, but not be limited to, soiled personal hygiene items, urine, feces, syringes and other materials which could pose a health threat.

Exhibit A shows the approximate clean-up project limits.

CONTRACTOR TASKS:

Task 1: Project Management

- 1.1. Project Kick-off Meeting: Attend project kick off meeting organized by TAMC.
- 1.2. Invoicing: Submit complete invoice packages, including backup, to TAMC. All invoice packages shall contain the TAMC invoice cover sheet. Invoicing shall be processed at the completion of each task order.

Task 2: Property Clean-up

- 2.1. **Clean-up**: Contractor shall cleanup sites and other areas as assigned by TAMC. Preparation for clean-ups shall include: surveying sites, scheduling clean-ups with TAMC staff, planning for clean-ups (labor, tools, equipment, specialists, sub-contractors, etc.) and preparing required documentation. Clean-ups shall include collecting of debris (e.g., shopping carts, e-waste, mattresses), dismantling temporary structures, removing trash, and disposing of all debris at the Monterey Regional Waste Management District Landfill or other appropriate disposal site. Contractor shall profile, manifest, and dispose of materials excluded from disposal at said landfill (i.e., hazardous waste, universal waste, medical waste and other items banned from landfills and transfer station) at a site permitted to accept such material.
- 2.2. **Materials and Equipment**: Contractor shall supply all labor, materials, tools, heavy machinery and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, dumpsters and other supplies that may be required to remove large quantities of debris, litter and waste. Such equipment, tools and protective gear shall be sufficient for all job site conditions.
- 2.3. **Ancillary Items**: Payment for any items that are not specifically called out in the Scope of Work are to be considered ancillary to the work and no additional compensation will be allowed. These items include, but are not limited to, hauling and disposal related fees.
- 2.4. **Photographic Documentation**: Contractor shall photograph clean-up sites before and after order clean-up under each task order to document the condition of the sites and date of the clean-ups. Photographs of clean-ups shall be provided to TAMC electronically after completion of clean-up operations for each task order under this contract. Photographs shall include information specifying date, time and location where the photograph was taken.
- 2.5. **Management**: Contractor shall be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed.
- 2.6. **Best Practices**: Contractor shall follow best practices work procedures to safely manage any hazardous materials that may be found on the job site including, but not limited to, soiled personal hygiene items, urine, feces, syringes and other materials which could pose a health threat. If weapons or drugs are found on the job site, the contractor shall immediately notify appropriate law enforcement and shall not move the weapons or drugs.
- 2.7. **Proper Handling**: Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.

- 2.8. Sites not Noticed: In the event additional clean-up sites that were not Noticed are discovered, Contractor shall notify TAMC's project manager to obtain authorization prior to proceeding with clean-up at sites not Noticed.
- 2.9. Clean-up Completion: Contractor shall notify TAMC when the work under each task order is complete and provide a clean-up report for each task order which includes the total weight of debris removed.

TAMC TASKS

Task 3: Project Management

- 3.1. Task Order Site Meetings: Organize and facilitate site meetings with TAMC, Contractor and security and/or law enforcement for each task order.
- 3.2. Notification: TAMC shall post "Notice to Vacate" signs and notify the Contractor of posting date(s). Clean-up operations shall not begin until a minimum of fourteen (14) days after posting and shall be completed within two (2) weeks from commencement of clean-up. TAMC shall photograph posted Notices to document day and location of posting.
- 3.3. Security: TAMC shall provide security and/or law enforcement during the clean-up operations. Contractor to coordinate with TAMC for scheduling security presence.

**ATTACHMENT A, EXHIBIT A
CLEAN-UP LIMITS**

DELETE PAGE FROM PDF AND INSERT PDF OF ATTACHMENT A, EXHIBIT A

ATTACHMENT B
SAMPLE TAMC STANDARD AGREEMENT

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND [REDACTED]
AGREEMENT FOR PROFESSIONAL SERVICES
For: [PROJECT TITLE]
EFFECTIVE: [DATE]
(LOCAL FUNDING ONLY)

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and [Consultant's Name], a [indicate legal status of entity, e.g., a California corporation, an individual dba . . . , a California partnership], [Consultant's address], hereinafter called "Consultant."

The parties agree as follows:

1. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A.
 - a) The work is generally described as follows:

[INSERT BRIEF DESCRIPTION]
 - b) Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - c) Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. Consultant shall ensure for itself and for any subcontractors under this Agreement that the applicable requirements of Labor Code Section 1725.5, concerning the registration of contractors for public works, shall be in force and maintained for the term of this Agreement.
 - d) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
 - e) Consultant's project manager shall be the person specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from the TAMC Executive Director of the new project manager.

- f) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the TAMC Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- g) Consultant's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.
2. Term of Agreement. The term of this Agreement shall begin upon [DATE], contingent upon approval by the TAMC Board of Directors, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 28. Unless earlier terminated as provided herein, this Agreement shall remain in force until [DATE]. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
3. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of _____ Dollars (\$XXXX). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
4. Method of Payment/Allowable Costs and Payment. It is mutually understood and agreed by both parties that Consultant shall be compensated under this Agreement in accordance with the Budget set forth in Exhibit B. Prices and rates of compensation shall remain firm for the initial term of the Agreement. TAMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. Consultant shall not levy any additional fee or surcharge of any kind during the term of this Agreement in the absence of a written amendment to this Agreement. Pricing as per this Agreement is inclusive of all applicable taxes.
5. Invoices and Progress Reports. Progress payments may be made monthly, in arrears, based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A, TAMC shall have the right to delay payment or terminate this Agreement in accordance with Paragraph 6 (Termination). Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of an applicable Task Order. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal, including the Invoice Cover Sheet Format attached hereto as Exhibit C, and shall reference this Agreement number and project title and Task Order number.

The total amount payable by TAMC resulting from this Agreement shall not exceed the amount of _____ (\$XXXXX).

6. Termination.

- a) TAMC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.
- b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to Consultant of any ground for termination then being considered, and also provide Consultant with a good faith opportunity to avoid termination, as reasonably determined by TAMC in its absolute discretion. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to Consultant, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due Consultant.
- c) The maximum amount for which TAMC shall be liable if this Agreement is terminated is zero (0) dollars.
- d) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 7 and 17.

7. Indemnification.

- a. For the purposes of the following indemnification provisions ("Indemnification Provisions"), "design professional" has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of these Indemnification Provisions is found to be invalid, in violation of public policy, or unenforceable to any extent, such finding shall not invalidate any other term or provision of these Indemnification Provisions, and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of these Indemnification Provisions and the provisions of California Civil Code Sections 2782 and 2782.8, the broadest indemnity protection for TAMC under these Indemnification Provisions that is permitted by law shall be provided by Consultant.
- b. Indemnification for Design Professional Services Claims: Consultant shall indemnify, defend, and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any all claims that arise out of, or pertain to, or related to the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control in the performance of design

professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or willful misconduct of TAMC, or defect in a design furnished by TAMC, but in no event shall the amount of such Consultant's liability exceed such Consultant's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against TAMC is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such Consultant shall meet and confer with the other parties to such action regarding unpaid defense costs.

- c. Indemnification for All Other Claims or Loss: For any claims, losses, costs, damages, injuries, other than claims arising out of Consultant's performance of design professional services under this Agreement, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its governing board, officers, agents, and employees, from and against any claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, or a defect in a design furnished by TAMC. To the extent there is an obligation to indemnify under this sub-paragraph 8(c), Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.
- d. Notwithstanding any other provision of this Agreement, Consultant's obligation to defend, indemnify and hold harmless TAMC as expressed in these Indemnification Provisions shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Consultant's performance pursuant to the Agreement.

8. Insurance.

- a. Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability:
- ✓ Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.

- ✓ Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims made” basis rather than an “occurrence” basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the surviving term of Consultant’s obligation to defend, indemnify and hold harmless TAMC as set for in Paragraph 7.
 - ✓ Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- b. All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of Consultant’s completion of performance hereunder.
- c. Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof.
- d. Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant’s insurance.
- e. TAMC shall not be responsible for any premiums or assessments on the policy.
9. Workers’ Compensation Insurance. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant shall maintain a workers’ compensation plan covering all of its employees as required by Labor Code Section 3700, either (a) through workers’ compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer’s liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors’ compliance herewith.

10. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's contract administrator evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.
11. Retention of Records/Audit. Consultant shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement for a period of three years after final payment under the Agreement. TAMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of Consultant and its subcontractors related to services provided under this Agreement.
12. Inspection of Work. Consultant and any subconsultant shall permit TAMC to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.
13. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Consultant shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Consultant shall promptly transmit to TAMC all requests for disclosure of any such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.
14. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
15. Statement of Compliance/Non-Discrimination.
 - a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over

40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

16. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
17. ADA Access. TAMC is committed to accessibility, including California State Web Content Accessibility Guidelines and Federal law and regulations related to the Americans with Disabilities Act. Consultant shall review and follow TAMC's adopted Accessibility Best Practices for Documents and Outreach with regard to conducting public outreach, developing outreach materials, and producing public documents and content for the Agency and its website.
18. Independent Contractor. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.
19. Delegation of Duties; Subcontracting.
 - a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between TAMC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAMC for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from TAMC'S obligation to make payments to the Consultant.
 - b) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by TAMC's Contract Administrator, except that, which is expressly identified in the approved Budget/Cost Proposal.

- c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by TAMC.
- d) Any substitution of subconsultant(s) must be approved in writing by TAMC's Contract Administrator prior to the start of work by the subconsultant(s).
- e) Any work performed by a subconsultant shall be done in conformance with this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervisions, administrative and other expenses, or reimbursable costs.

20. Ownership of Data. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.

21. Confidentiality of Data.

- a) All financial, statistical, personal, technical, or other data and information relative to TAMC's operations, which are designated confidential by TAMC and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.
- b) Permission to disclose information on one occasion, or public hearing held by TAMC relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- c) Consultant shall not comment publicly to the press or any other media regarding the Agreement or TAMC's actions on the same, except to TAMC's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- d) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC'S written permission.
- e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

22. Prevailing Wages. Consultant shall comply with all prevailing wage requirements, including California Labor Code Section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.

23. Conflict of Interest.

- (a) Consultant shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.
- (b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

24. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

25. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

26. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

27. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

28. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

29. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be **set forth in Exhibit A**; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be **[NAME]**. TAMC's Finance Officer is Dave Delfino.

30. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. Consultant shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC:	Debra L. Hale	To Consultant:
	Executive Director	
	55-B Plaza Circle	
	Salinas, CA 93901	
Tel:	831-775-0903	Tel:
Fax:	831-775-089	Fax:
Email:	debbie@tamcmonterey.org	Email:

31. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

32. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

33. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A – Scope of Work and Work Schedule
- Exhibit B – Budget/Approved Consultant’s Cost Proposal
- Exhibit C – Invoice Cover Sheet Format
- Exhibit D - Accessibility Best Practices for Documents and Outreach

34. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, TAMC and Consultant execute this agreement as follows:

TAMC

[CONSULTANT]

By: _____
Debra L. Hale
Executive Director

By: _____
Name:
Title:

Dated: _____

Dated: _____

By: _____
Name:
Title:

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers (e.g., (1) chairperson of the board, the president or any vice president and (2) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer). If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: _____

EXHIBIT A: Scope of Work and Schedule

Project Title:

Consultant Project Manager:

Scope of Work

(by task, including Deliverables)

Project Schedule

EXHIBIT B: Budget

EXHIBIT C: Invoice Cover Page Format

[Project Title]

[Consultant Firm Name]

Invoice #

Invoice Date

Invoice Period

Task #	Task Name	Task Budget	Previously billed	Current invoice	Remaining Funds	% billed to date	% Task Complete	Work performed this period
1								
2								
3								
4								
	TOTAL							

Exhibit D: Accessibility Best Practices for Documents and Outreach

The following are best practices that TAMC commits to complying with, and asks that all final and public draft documents comply, as they align with best practices for web-content accessibility:

Public Outreach Guidance

- Offer alternative ways to engage in outreach for the hard-of-hearing and the blind.
 - Example: Have Talk-to-Text capacity available to engage with the hard of hearing.
- Ensure public meeting rooms are set up in a way that is wheelchair accessible.
- Ensure an alternative to a podium or stage is available in the event an individual cannot participate that way.
- Have at least one wireless microphone available to help ensure public comments are projected in the meeting.
- Develop public workshop handouts in font size 14 (minimum)
 - Handouts could include a project summary sheet, survey, comment card, etc.

Developing ADA Accessible Documents

- Use Calibri, Helvetica, or Arial Font Type.
- Ensure final document content is at least font size 12 (minimum).
- Utilize proper features in Microsoft Word, including, but not limited to:
 - Alt Text for Images and Tables.
 - “Styles” Feature to add emphasis or titles.
 - Built in “Spacing” feature.
- Indicate at the bottom of a Final Document’s Title Page, an ADA Notice stating:
 - **ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (831) 775-0903 or email ada@tamcmonterey.org.

Web Content Accessibility Guidelines

The Web Content Accessibility Guidance (WCAG) was integrated into Section 508 of the American with Disabilities Act in January 2018 as the industry standard in accessibility. Guidance and Success Criteria from the WCAG are organized into the following four principles:

1. Perceivable
 - Provide text alternatives for non-text content.
 - Provide captions and other alternatives for multimedia.
 - Create content that can be presented in different ways, including by assistive technologies, without losing meaning.
 - Make it easier for users to see and hear content.

2. Operable

- Make all functionality available from a keyboard.
- Give users enough time to read and use content.
- Do not use content that causes seizures.
- Help users navigate and find content.

3. Understandable

- Make text readable and understandable.
- Make content appear and operate in predictable ways.
- Help users avoid and correct mistakes.

4. Robust

- Maximize compatibility with current and future user tools.

A few key aspects that relate to content to be posted onto the Agency website include:

- Integrating alternative text for images and maps.
- Using distinguishable colors and design techniques that are comprehensible for the color-blind.

For a complete list of WCAG's Guidance, see: <https://www.w3.org/TR/WCAG20/>

If Consultant or subconsultant needs clarification on an ADA best practices, please contact ada@tamcmonterey.org.