

Ecology Action Request for Proposals

Salinas Valley Safe Routes to Schools Plan

Due Date: March 25th, 2022 5:00 p.m.

(postmarks not accepted, hard copy and email submissions accepted)

Contact:

Amelia Conlen, Planner
Ecology Action
(831) 515-1351
aconlen@ecoact.org

INTRODUCTION

This project will create a Safe Routes to Schools Plan that will identify barriers to safe, sustainable transportation and guide future transportation improvements around 22 schools in the Salinas Valley, located in the cities of Gonzales, Soledad, Greenfield, and King City. Students, parents, and school staff will participate in meetings and walking audits at each school site with the planning team. Community input will be crucial to create a plan for each school with the goal of decreasing congestion, improving safety, and increasing active transportation options.

The Salinas Valley Safe Routes to Schools Plan is a partnership between the Transportation Agency for Monterey County, the Cities of Gonzales, Soledad, Greenfield, and King City, the Monterey County Health Department, Ecology Action, and five school districts. The plan will provide a systematic assessment of the greatest barriers to increased school-based active transportation and a list of infrastructure and program recommendations for each school site.

This project is funded through a Caltrans Sustainable Communities Transportation Planning Grant. The selected consultant will be required to track and document their activities in accordance with Caltrans requirements.

SCOPE OF SERVICES

The consultant's primary responsibilities are to attend school walking audits and to develop planning-level infrastructure recommendations to improve traffic flow, reduce collisions, and eliminate barriers to walking and bicycling at 22 schools. The consultant will develop planning-level cost estimates for each recommendation and develop plans for four pop-up infrastructure demonstrations. Finally, the consultant will review the draft plan and provide feedback.

1. Attend School Audits for at Least Six of the 22 Schools

Attend at least six walking audits of areas surrounding schools. Survey drop-off/pick-up areas when students are arriving on campus or being picked up. Survey bike parking facilities. Consultant's main contribution is to provide traffic engineering insights and observations on conditions related to driving, bicycling and walking.

Deliverable: Attendance at six school audits.

2. Create List of Infrastructure Recommendations for Twenty-Two Schools

Review data from parent meetings and school audits to create list of planning-level infrastructure recommendations. Recommendations should include improvements around each school site as well as recommendations for Safe Routes to Schools Corridors that connect schools with residential neighborhoods and other key destinations. Recommendations will be the result of participation in audits, site visits with planning team staff, and review of crash data and comments for each school site, to be collected by Ecology Action. Infrastructure recommendations must be

reviewed and vetted by a licensed Professional Civil or Traffic Engineer or a certified Road Safety Professional.

Deliverable: List of infrastructure recommendations for 22 schools.

3. Develop Planning-Level Cost Estimates

Develop planning-level cost estimates for each infrastructure recommendation. City staff will have input on per-unit costs prior to developing estimates.

Deliverable: Planning-level cost estimates for all infrastructure recommendations.

4. Design of Pop-Up Infrastructure Demonstrations

Develop design drawings for four temporary pop-up infrastructure demonstrations, including proposed locations of temporary striping, hardscape items such as planter boxes, and signage. Includes two rounds of review and edits based on feedback from city staff and planning team.

Deliverable: Design drawings for four temporary infrastructure demonstrations.

5. Review Plan and Provide Comments

Review draft plan prepared by Ecology Action staff, which will encompass all 22 school sites. Plans will include executive summary, profiles for each school site detailing current conditions, individual school site recommendations, citywide recommendations, and non-infrastructure recommendations. All survey data and comments will be attached as appendices. Submit plan suggestions, edits, and revisions to Ecology Action staff.

Deliverable: Notes on draft plan document.

These tasks should all be completed by October 1st, 2023.

PROJECT TIMETABLE

Consultant Selection Process (subject to delay)

Release RFP.....	February 28 th , 2022
Deadline for questions.....	March 16 th , 2022
Responses due.....	March 25 th , 2022
Select consultant.....	Week of March 28 th , 2022
Conclude contract negotiations.....	April 15 th , 2022

Project Timeline

School Audits at Six Schools: May 2022 (1-2 audits) & Fall 2022 (4-5 audits)

List of Infrastructure Recommendations for 22 Schools: May 2022 – February 2023

Design of Infrastructure Demonstrations: July/August 2022 & January – July 2023

Review Plan: Summer 2023

Contract End Date: Fall 2023

PROPOSAL CONTENT AND ORGANIZATION

Project Team: Discuss overall qualifications of the firm and/or project team (key staff and sub-consultants, as applicable), including:

- **Firm**--Briefly describe the respondent's firm including the year the firm was established, type of organization (partnership, corporation, etc.), and any variation in size over the last five years. State the firm's qualifications for performing the consulting services requested in this RFP. Briefly describe the firm's experience with similar organizations and experience in projects related to K-12 school transportation master planning and Safe Routes to School and/or Complete Streets initiatives.
- **Key Personnel**--Describe the qualifications and experience of each professional who will participate in the project. Include a résumé for each key member of the project team. Designate a project manager. The project team should include at least one person who is a certified Road Safety Professional, licensed civil engineer, or licensed traffic engineer.
- **References**--Provide a list of at least three references. Include references from clients of similar agencies and projects, as applicable. References must include client name, phone number, and e-mail address. For each reference, describe the nature of the work you performed, approximate dates your firm performed the work, and your firm's professional staff who performed the work.

Project Approach: Please indicate the approach which your firm will use to provide a quality product according to the agreed schedule and stated budget.

Budget: The budget for above Scope of Services is \$50,000. Please provide costs for tasks 1-5 including hours per task.

CONSIDERATIONS

The successful consultant will be required to enter into a standard agreement with Ecology Action that specifies the scope of service, completion schedule, and an agreed-upon schedule of payment. The consultant shall also meet the requirements of the agreement between Ecology Action and the Transportation Agency for Monterey County (see Attachment 1).

Consultant must retain all documents, books, and records connected with the funds received from the Transportation Agency for Monterey County, and performance requirements related to the funds. The retention period is a minimum of three years from the date of the final payment or until audit resolution is scheduled. For as long as they are retained, records shall be available for inspection by state and or federal representatives and requested copies shall be provided to them without cost.

Disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

The consultant will submit monthly invoices by the fifth day of the month. Invoices will be paid upon receipt.

The proposal should be kept to 6 double-sided pages, or 12 page-sides of content. Cover page, cover letter, dividers, tables of content, staff resumes and budget do not count towards the 6-page total. Proposals must be received by, not postmarked by, the closing date and time.

Proposals may be submitted via email, in person, or by postal service. Digital submissions are preferred, but if a hard copy proposal is submitted please include five copies.

Ecology Action will accept questions via email regarding the RFP prior to 5:00 p.m. on March 16th.

Please submit proposal by 5:00 p.m. on Friday, March 25th, 2022 to:

Attn: Amelia Conlen
Ecology Action
877 Cedar Suite 240
Santa Cruz CA, 95060
aconlen@ecoact.org

PROPOSAL EVALUATION AND SELECTION

Each proposal will be reviewed to determine if it meets the minimum proposal requirements. Ecology Action may reject any proposal if it is conditional, incomplete, fails to meet the requirements of the RFP, or contains irregularities. A selection committee will review all proposals and will make final recommendations based on the proposal and references check.

RFP Response Evaluation

Responses will be evaluated on the following criteria:

<u>Criteria</u>	<u>Points</u>
Firm's demonstrated experience in similar project work	20
Key staff experience with similar projects	20
References	10
Proposed project approach	20
Budget	30
Total	100

Final Selection and Protests

The RFP process is considered concluded when a letter is sent to all participating consultants indicating which consultant has been selected.

Protestants shall submit a detailed written statement of protest to:

Attn: Amelia Conlen
Ecology Action
877 Cedar Suite 240
Santa Cruz CA, 95060
aconlen@ecoact.org

Statements of protest must be submitted no later than five (5) business days after receipt of the award notice described above.

Thank you for your consideration of this RFP. Ecology Action looks forward to receiving your proposal. If you have any questions, please contact Amelia Conlen via email at aconlen@ecoact.org by Wednesday, March 16th at 5:00 p.m.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND ECOLOGY ACTION
AGREEMENT FOR PROFESSIONAL SERVICES
RELATED TO SALINAS VALLEY SAFE ROUTES TO SCHOOL PROJECT
APPROVED ON: JANUARY 26, 2022

This is an agreement between the Transportation Agency for Monterey County, hereinafter called “TAMC,” and Ecology Action, a 501(c)3 non-profit organization, with its principle place of business located at 877 Cedar Street, Suite 240, Santa Cruz, CA 95060, hereinafter called “Consultant” or “EA.”

PURPOSE

The purpose of this agreement is to set forth the roles and responsibilities of EA/Consultant and TAMC with respect to the implementation of the “Salinas Valley Safe Routes to School Plan” (hereinafter the “PROJECT”).

RECITALS

WHEREAS, the Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation’s (“Caltrans”) mission to provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability;

WHEREAS, the Sustainable Transportation Planning Grant Program is funded through the State Road Maintenance and Rehabilitation Account and State Highway Account;

WHEREAS, TAMC has Master Fund agreements with Caltrans to receive federal and state funds and is responsible for regional transportation planning and implementation;

WHEREAS, Monterey County Health Department (“MCHD”), TAMC, and Ecology Action partnered to develop an application to receive Transportation Planning Grant funds for the PROJECT for the grant fiscal year 2021-22;

WHEREAS, TAMC applied as the applicant and MCHD and Ecology Action applied as sub-applicants for the grant;

WHEREAS, the PROJECT consists of a systematic and comprehensive assessment and analysis of the greatest barriers to increased school-based active transportation and access to public transit and carpooling, and identification of potential improvements to infrastructure and programming, as further described in the Scope of Work and Schedule, attached hereto and incorporated herein as “Exhibit A”.

WHEREAS, the PROJECT was awarded \$664,127 in Transportation Planning Grant Program funds and TAMC is providing \$126,501 in matching funds;

WHEREAS, as described herein and in Exhibit A, TAMC, acting as the Lead Agency, will be responsible for overseeing the plan’s delivery, coordinating partnership involvement, participating in public outreach (including involvement of the Bicycle & Pedestrian Facilities Committee and the Measure X Oversight Committee, and TAMC Board), hiring and managing a community-based organization to establish the Salinas Valley Safe Routes to School Committee and participatory budgeting process, providing project information via an online Safe Routes to School resource hub, developing partnerships and collecting information needed to start safe routes to school program pilots, identifying potential funding sources for implementation, and administering the grant. In addition, TAMC will provide a local source of funding outside of the grant to pay for childcare and dinner at meetings as well as quick-build projects recommended by the Salinas Valley Safe Routes to School Committee;

WHEREAS, as described herein and in Exhibit A, EA, acting as the Implementing Agency, will lead the development of the plan, manage the project webpage to promote the planning process, assist with organizing the public outreach, manage the data collection process, and hire and manage a sub-consultant for the project using a competitive Request for Proposal process;

WHEREAS, as described herein and in Exhibit A, MCHD, acting as a Partnering Agency, will lead the public engagement process with a special focus on disadvantaged communities in the project area. They will reach out to key stakeholders including but not limited to parents, schools, school districts, elected officials, advocacy groups and health providers to help identify specific health and safety needs within the community as well as opportunities for safe routes to school partnerships. Due to the high percentage of Spanish speakers in the community, meetings will be held in Spanish with English translation or accommodations will be made for non-English speakers. The Health Department will provide bilingual staff at all community engagement meetings and events and translation services and equipment as needed;

WHEREAS, as jurisdiction staff will participate in public engagement activities and walking audits whenever possible, evaluate project recommendations to ensure consistency with existing policy and planning documents, review and approve the list of recommendations and draft plan and adopt the final planning document;

WHEREAS, in order to facilitate the speedy implementation of the Project, TAMC is entering into separate agreements with EA and MCHD, each of which contains the same Scope of Work and basic description of duties under the PROJECT (hereinafter, “Agreement”), in order that any delays in processing approvals by one party shall not operate to impede another party or frustrate the PROJECT.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon January 1, 2022, 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 34. Unless earlier terminated as provided herein, this Agreement shall remain in force until June 30, 2024, unless extended by amendment of the Agreement. Consultant

acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.

2. 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 or services 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 **FIVE HUNDRED SIXTY-TWO THOUSAND ONE-HUNDRED FIFTY-SIX (\$562,156)**. If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) 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.
3. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.
 - (a) The project title and brief description for this work is as follows:
 - i. Develop a schedule to implement the PROJECT;
 - ii. Facilitate regular partner meetings with TAMC, MCHD, Ecology Action and other organizations and stakeholders;
 - iii. Facilitate communications between schools and partner agencies, announcements, develop agendas and meeting minutes;
 - iv. Hire a consultant in accordance with TAMC's procurement procedures and manage contract in an amount not to exceed \$50,000 for consultant to participate in some of the school audits, propose engineering solutions, develop plans for the pop-up infrastructure demonstrations, review final plan draft and take such other actions as may be required, as agreed by TAMC and EA;
 - v. Lead the design, installation and implementation of pop-up infrastructure demonstrations;
 - vi. Collect and analyze biking and walking data;
 - vii. Lead community engagement efforts;
 - viii. Develop draft and final planning documents including profiles for each school, a project rating system, infrastructure and non-infrastructure recommendations and maps;
 - ix. Submit progress reports and invoices to TAMC; and
 - x. Take such other actions as may be necessary to fulfill its obligations under the Agreement.
 - (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 specified in Exhibit A and Paragraph 34. If Consultant desires to change the project manager, Consultant shall get written approval from TAMC of the new project manager.
- (f) Consultant shall submit progress reports at least quarterly. The report should be sufficiently detailed for the Project Manager to determine if Consultant is performing to expectations and if the work is on schedule; to communicate 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.

4. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph (b):
 - i. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
 - ii. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and Requirements listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2.
 - iii. When milestone or task-by-task cost estimates are included in the Budget, Consultant shall seek approval from the TAMC Project Manager prior to any adjustment to compensation across work tasks. In the event that TAMC determines that a change to the Scope of Work and Schedule is required, such

changes shall be approved and documented in writing by the TAMC Project Manager.

- iv. Progress payments will be made quarterly in arrears based on services provided and allowable incurred costs. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A: Scope of Work and Schedule (or task order, as applicable), TAMC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Paragraph 6, Termination.
 - v. Invoices shall be mailed to TAMC's Contract Administrator at the address contained in Paragraph 35 (Notices). Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format attached hereto as Exhibit C, and shall reference this Agreement's project title as specified in Section 3, and the Task Order title, if applicable. Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Contract Administrator of itemized invoices approved by the TAMC Project Manager.
 - vi. The final invoice must contain the final cost and all credits due TAMC including any equipment purchased under the provisions of Paragraph 27 (Equipment Purchase) of this Agreement and shall be submitted within 60 calendar days after completion of Consultant's work under this agreement, or a given Task Order, as applicable.
 - vii. No additional compensation will be paid to Consultant unless there is a change in the scope of the work. Changes in the scope of work that do not increase compensation may be approved by the TAMC project manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.
 - viii. Salary increases will be reimbursable only for Actual Cost Plus Fixed Fee or Rates of Compensation contracts and only if the increase is specified in Exhibit B: Budget. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
 - ix. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement.
 - x. All subcontracts in excess of \$25,000 shall contain the above provisions.
- (b) Method of Payment: The method of payment for this Agreement will be based on Actual Cost Plus a Fixed Fee.

- i. TAMC will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, equipment rental, overhead, and other estimated costs set forth in Exhibit B: Budget.
- ii. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds the approved overhead rate set forth in Exhibit B.
- iii. In addition to the allowable incurred costs, TAMC will pay Consultant a fixed fee as specified in Exhibit B: Budget. The fixed fee is nonadjustable for the term of the Agreement, unless such adjustment is made by written amendment of this Agreement.

5. Retention of Funds.

- (a) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- (b) No Retainage by TAMC or Prime Consultant: No retainage will be withheld by TAMC from progress payments due the prime Consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

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, as well as failure to comply with the provisions of Paragraphs 13 and 14, relating to audits, below. 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) It is also mutually understood between TAMC and Consultant that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to TAMC for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to direct Consultant immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 6(a) above, in order to address any reduction of funds.
- (e) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 8 and 20.

7. Cost Principles and Administrative Requirements.

- (a) Consultant agrees that the contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.000 *et seq.*, Federal Acquisition Regulations System, shall be used to determine the cost allowability of individual items.
- (b) Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.
- (c) Any costs for which payment has been made to Consultant under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by Consultant to TAMC.
- (d) Consultants and subconsultants shall maintain accounting systems related to the work to be performed pursuant to this Agreement that conform to Generally Accepted Accounting Principles (GAAP).

- (e) All subcontracts in excess of \$25,000 shall contain the above provisions.

8. 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 and MCHD 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, MCHD, and their respective governing boards, 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 MCHD, or defect in a design furnished by TAMC or MCHD, 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 and MCHD, their respective governing boards, 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 and MCHD, their respective 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 and MCHD, or a defect in a design furnished by TAMC and MCHD. 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 and MCHD, 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.

9. Insurance.

- (a) Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC or MCHD, 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 8.
 - ✓ 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. Each policy shall provide identical coverage for each subcontractor performing work under this Agreement, or be accompanied by a certificate of insurance for each subcontractor showing identical insurance coverage.
- (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.

10. 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 Sec. 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.

11. Safety Provisions.

- (a) Consultant shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on a construction project site.
- (b) If applicable to work to be performed by Consultant identified in the Scope of Work (Exhibit A), and pursuant to the authority contained in Section 591 of the Vehicle Code, TAMC has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- (d) Consultant must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. 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.

13. Retention of Records/Audit.

- (a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and TAMC 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. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- (b) Subcontracts in excess of \$25,000 shall contain this provision.

14. Audit Review Procedures.

- (a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by TAMC'S Chief Financial Officer.
- (b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by TAMC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- (c) Neither the pendency of a dispute nor its consideration by TAMC will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

15. Inspection of Work. Consultant and any subconsultant shall permit TAMC, the State, and the FHWA (if federal participating funds are used in this Agreement) 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.

16. 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.

17. 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.

18. 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. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. 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.
20. 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.
21. 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 Scope of Work and 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 subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e) 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).
- f) 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.

22. Ownership of Data.

- a) 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.
- b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the project for which this Agreement has been entered into.
- c) Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- d) Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- e) TAMC may permit copywriting reports or other agreement products. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the data, and may authorize others to use the work for government purposes.

- f) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

23. 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.

24. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which TAMC is the grantee, Consultant shall comply with all provisions of such grant applicable to Consultant's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

25. Use of United States –flag Vessels. If this Agreement relates to a federally-funded construction contract, the Consultant agrees:

- a) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
- b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) of

this section to both the TAMC Project Manager (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

26. Prevailing Wages.

- a) Consultant shall comply with the 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.
- b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works, shall contain all the provisions of this Paragraph 26.
- c) When prevailing wages may apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination found on the DIR website.

27. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC’s Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted Consultant services. Consultant shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in Consultant’s Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC’s Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- (c) Any equipment purchased as a result of this Agreement is subject to the following:
 - i. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for such equipment at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually acceptable to TAMC and Consultant; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.
 - ii. Consultant acknowledges that, if federal funds are used in this Agreement, 49 CFR, Part 1201 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000) is credited to the project for which this Agreement was entered into.
- (d) Consultant shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

28. 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.

29. 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.

30. 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.
31. 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.
32. 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.
33. 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.
34. Contract Administrators. Consultant’s designated principal responsible for administering Consultant’s work under this Agreement shall be Richard P. Weber, Project Manager; TAMC’s designated Contract Administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC’s Project Manager under this Agreement shall be Stefania Castillo, Transportation Planner.
35. 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: Todd Muck
Executive Director
55-B Plaza Circle
Salinas, CA 93901
Tel: 831-775-0903
Fax: 831-775-0897
Email: Todd@tamcmonterey.org

To Consultant: Jim Murphy
Executive Director & CEO
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
Tel: 831-515-1344
Fax: N/A
Email: jim.murphy@ecoact.org

36. 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.
37. 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.
38. Debarment and Suspension Certification.
- (a) Consultant’s signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement),” which certifies that Consultant or any person associated with Consultant in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.
 - (b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
 - (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.
39. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any TAMC employee. TAMC shall have the right, in its sole and absolute discretion to do any of the following for breach or violation of this warranty: to terminate the Agreement without liability; to pay for the value of the work actually performed; or to deduct from the compensation to be paid under this Agreement (or otherwise recover) the full amount of any such rebate, kickback or unlawful consideration.

40. Prohibition of Expending Local Agency, State or Federal Funds for Lobbying.

- (a) Consultant certifies to the best of his, her or its knowledge and belief that:
 - i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in connection with the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then Consultant shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Consultant acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.
- (c) By signing this Agreement, Consultant also agrees that Consultant will require that the language of this certification will be included in all lower-tier subcontracts which exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

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

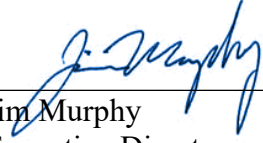
- Exhibit A – Scope of Work and Schedule
- Exhibit B – Budget
- Exhibit C – Invoice Cover Sheet Format

42. Entire Agreement. This document, including all exhibits hereto, as well as the Transportation Planning Grant application and grant award, and the Agreement entered into with MCHD and CBO 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

By: _____ By:  _____
Todd Muck Jim Murphy
Executive Director Executive Director

Dated: _____ Dated: 1/27/2022

By: _____

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. 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: _____ 6730 _____

EXHIBIT A: SCOPE OF WORK & SCHEDULE

Project Information	
Grant Category	Sustainable Communities Grant
Grant Fiscal Year	2021 -22
Project Title	Salinas Valley Safe Routes to School Plan
Organization (legal name)	Transportation Agency for Monterey County

Introduction

This project aims to provide a regional safe routes to school plan for four historically underserved rural cities in the Salinas Valley in Monterey County. The Salinas Valley Safe Routes to School Plan will include all the K-12 public schools in five school districts in the cities of Gonzales, Soledad, Greenfield and King City (22 schools total) serving a total of 15,927 students. None of the cities have a safe routes to school plan and they all lack the resources to develop them individually.

In addition to leading a robust public engagement process that will result in a plan with infrastructure and non-infrastructure recommendations, this request includes piloting a Participatory Budgeting Process. The Participatory Budgeting process will more deeply engage community members by empowering them to define and prioritize quick-build projects to be implemented in their city immediately following the adoption of the Plan. Four on-street ‘pop-up’ demonstrations (one in each city) will allow community members to physically walk, bike and drive through a proposed street design and let the planning team know if they want the improvements to be made permanent. This proposal will test a new kind of immersive planning process that will enable more immediate project implementation and create the robust and engaged community networks necessary to support future safe routes to school programs and projects.

The cities in the Salinas Valley have serious traffic safety problems that disproportionately affect children. In the Salinas Valley cities, over half of all victims from bicycle and pedestrian crashes are children under the age of 14. Over the past 10 years, almost 80 children have been hit and injured while walking and biking – accounting for 51% of all bicycle and pedestrian collision victims in the four Salinas Valley cities, yet children age 14 and under only represent about a quarter of the population. The Salinas Valley Safe Routes to School Plan is proposed in response to the requests from the community to address the serious and growing traffic safety problems region wide. The Plan will examine conditions at and around the **22 schools** and provide the Cities of Gonzales, Soledad, Greenfield and King City and agency partners with a comprehensive approach and tools to improve unsafe conditions around schools and reduce barriers to walking, biking, taking the bus and carpooling to school.

The Salinas Valley region is largely Spanish speaking, with an average of 86.5% of residents identifying as Latino, and a quarter of the population experiencing Linguistic Isolation, according to Cal Enviro Screen. Linguistic isolation is amplified in the public schools, where an average of 40% of all students are English Language Learners. At the Greenfield and King City School Districts, that percentage grows to over half of the student body. To adequately engage this population, the Salinas Valley Safe Routes to School Plan process will largely be conducted in Spanish or Trique and use visuals to accommodate all literacy levels.

Affordable transportation is of the utmost importance to residents in the Salinas Valley who have a median household income at or below the 80% statewide median income. Additionally, an average of 87.5% of students across all five School Districts qualify for Free and Reduced Priced Meals, meaning safe access to schools is also food security for thousands of students.

Many of the Salinas Valley students will be the first in their family to receive a high school education. Ensuring they can safely walk or bike to school will further reduce chronic absenteeism, which at the South County High School is almost 16%, higher than the statewide average. The Safe Routes to Schools National Partnership identifies that transportation challenges have been noted as one of the key barriers to attendances.

Furthermore, enhancing the health and wellbeing of the Salinas Valley youth is of great importance. On average, 30% of 5th graders in the Salinas Valley schools are overweight or obese. This project will identify opportunities to encourage healthier travel and daily exercise through walking, biking, skateboarding and scootering to school. This Plan will be an important step towards creating healthy and safe pathways for youth by evaluating how the streets in the Salinas Valley cities can better accommodate the needs of all users.

The project is modeled after the Marina and Seaside Safe Routes to School- and Salinas Safe Routes to School Plans, which in Seaside and Marina have led to a citywide roundabout feasibility study and immediate implementation of safe routes to school infrastructure projects. The California Transportation Commission staff has recently recommended the City of Seaside receive \$12 Million in Active Transportation Program funding for the Broadway Avenue Complete Streets Corridor, a project recommended and demonstrated as a “pop-up” in the Seaside and Marina safe routes to school plan. The Salinas Safe Routes to School planning effort currently underway and is expected to yield similar results as Seaside and Marina.

The Salinas Valley cities have small budgets and will need to leverage their local funds as much as possible to make their streets safer and healthier for their youth. Having an adopted safe routes to school plan and documented community input on “pop-up” demonstration projects will provide each of the four cities included in the proposal a much-needed advantage when applying for competitive grants to improve their streets.

The little funding Salinas Valley cities have available for transportation projects is mostly dedicated to street repair and maintenance. Many safe routes to school improvements such as high visibility crosswalks and buffered bike lanes can be incorporated into routine roadway maintenance projects for faster and more cost-effective implementation. The Plan will identify these types of improvements for each city, but time is of the essence as many of these maintenance projects have already been scheduled, and once re-paved will be more difficult and costly to redesign.

It is critical that the Salinas Valley Safe Routes to School Plan happen now to ensure scheduled and future maintenance projects in Salinas Valley cities include safe routes to school improvements to make the most of the meager city budgets, and to give these small rural cities a chance at competing for statewide active transportation program funding.

PROJECT DETAILS & PUBLIC PARTICIPATION:

The Salinas Valley Safe Routes to School plan will provide a systematic and comprehensive assessment and analysis of the greatest barriers to increased school-based active transportation and access to public transit and carpooling based on community input. The Plan will employ a proactive community engagement process to inform identification of both infrastructure and

non-infrastructure recommendations to foster safe routes to schools. These recommendations will provide the basis for future investments through the countywide Safe Routes to School Program (funded through Measure X) as well as state and federal grant applications.

The public will be invited to participate in community meetings, focus groups, walking/biking audits, submit comments at public meetings, at the school-site display boards, through an online portal, as well as participate in parent surveys. Accommodations will be made for indigenous language speakers, especially in Greenfield which has the largest Oaxacan Triqui community in Monterey County.

Depending on shelter-in-place orders and health guidelines, community engagement may be done remotely/virtually. The project team will work closely with city and school staff to access existing virtual parent and community meeting platforms. Health Department team members will provide the most current health guidelines and best practices throughout the planning process.

All communication materials will be graphic-heavy and minimize text to reach parents of all reading levels. All text will be provided in English and Spanish.

The planning process will amplify community voices through the establishment of a Safe Routes to Schools Steering Committee that will distill the different communities' priorities. Through Participatory Budgeting, a process developed in Brazil and now used throughout the world to more democratically allocate public spending, the Steering Committee will directly identify and prioritize quick-build projects to be implemented upon adoption of the Salinas Valley Safe Routes to School Plan.

Project partners include the Transportation Management Agency of Monterey County, Monterey County Public Health, Ecology Action, a transportation consultancy, a local Community Based Organization that will lead the Participatory Budgeting, school districts, and the cities of Gonzales, Soledad, Greenfield and King City.

Project Stakeholders

The Transportation Agency for Monterey County will be responsible for overseeing the plan's delivery, coordinating partnership involvement, participating in public outreach (including involvement of the Bicycle & Pedestrian Facilities Committee and the Measure X Oversight Committee, and TAMC Board), hiring and managing a community-based organization to establish the Salinas Valley Safe Routes to School Committee and participatory budgeting process, providing project information via an online Safe Routes to School resource hub, developing partnerships and collecting information needed to start safe routes to school program pilots, identifying potential funding sources for implementation, and administering the grant. In addition TAMC will provide a local source of funding outside of the grant to pay for childcare and dinner at meetings as well as quick-build projects recommended by the Salinas Valley Safe Routes to School Committee.

Ecology Action (Sub-Applicant) will lead the development of the plan, assist with organizing the public outreach and data collection process, and hire and manage a sub-consultant for the project using a competitive Request for Proposal process.

The Monterey County Health Department (Sub-Applicant) will lead the public engagement process with a special focus on disadvantaged communities in the project area. They will reach out to key stakeholders including but not limited to parents, schools, school districts, elected officials, advocacy groups and health providers to help identify specific health and safety needs within the community as well as opportunities for safe routes to school partnerships. Due to the high percentage of Spanish speakers in the community, meetings will be held in Spanish with English translation or accommodations will be made for non-English speakers. The Health

Department will provide bilingual staff at all community engagement meetings and events and translation services and equipment as needed.

Jurisdiction staff will participate in public engagement activities and walking audits whenever possible, evaluate project recommendations to ensure consistency with existing policy and planning documents, review and approve the list of recommendations and draft plan and adopt the final planning document.

Overall Project Objectives

- Identify greatest barriers for active trips to school (walk, bike, skateboard & scooter).
- Identify improvements that would increase pedestrian and bicyclist safety.
- Identify low-cost community-led solutions to increase school-based active trips.
- Identify barriers to public transit and carpooling to schools.
- Identify low cost and community led non-infrastructure solutions to traffic congestion at schools.
- Initiate a Participatory Budgeting process
- Produce a plan to guide future infrastructure improvements that reduce school-based traffic congestion and increase safe, active and sustainable transportation to and from school.
- This project will directly support the Sustainability, Mobility, Safety, Health and Social Equity goals of this grant program.

Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

Task 01: Project Administration

TAMC will schedule and facilitate a kick-off meeting with Caltrans staff to review the project scope of work, schedule and expectations for ongoing coordination with Caltrans staff. Caltrans staff will review with TAMC staff the funding source of the grant (State or Federal funds), as well as requirements for using the funds.

Throughout the life of the grant, TAMC will prepare and submit quarterly invoices and reports with all Caltrans-required back-up documentation.

Responsible Party: TAMC

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes
Quarterly Invoices and Reports – invoices and back-up documentation, quarterly progress reports, and DBE reporting (if federal Grant).

Task 02: Consultant Procurement

Ecology Action (with input from TAMC and Monterey County Health Department) will procure a technical consultant familiar with transportation planning at schools and with innovative ideas for multimodal improvements around schools. Procurement will be consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and

Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Responsible Parties: Ecology Action (EA), TAMC and Monterey County Health Department (MCHD)

TAMC will contract with a community-based organization to assemble and run the Salinas Valley Safe Routes to School Committee and lead the participatory budget process.

Responsible Parties: TAMC

Task Deliverables
Procure Consultant – TAMC's current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and Ecology Action, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant
Contract with Community-Based Organization – TAMC's current procurement procedures, copy of the contract between consultant and TAMC, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Existing Conditions

Collect & Review Background Information

Collect and review policy, planning and engineering documents relevant to safe routes to school to provide understanding of planned infrastructure improvement projects, policy barriers and opportunities and upcoming infrastructure projects. The background review will help ensure consistency with existing planning documents.

Responsible Party: TAMC and EA

Conduct Parent Surveys

Conduct digital English/Spanish National Safe Routes to School parent surveys at each school site before audit is scheduled. Surveys collect parent attitudes regarding student transportation and perceived barriers to walking/biking.

Responsible Party: EA

Conduct Student Travel Mode Surveys

Conduct National Safe Routes to School student travel mode surveys at each school for 2-day period.

Responsible Party: EA

Crash Data Collection and Analysis for Schools

Gather and analyze crash data for each site from the UC Berkeley TIMS maps as well as SWITRS. Additionally, solicit non-reported incidents at each site that would not appear in SWITRS data sets from public meetings, comments and other sources.

Responsible Party: TAMC and EA

Task Deliverables
Survey results, mode results, crash data and data analysis

Task 2: Coordination

The Project Team (TAMC, Monterey County Health Department, Ecology Action and community-based organization) will hold monthly coordination meetings throughout the planning process to ensure good communication on upcoming tasks, project progress, schedule and budget. Caltrans staff will be invited to participate in project team meetings.

Responsible Parties: EA, TAMC, MCHD, CBO

All school sites will be contacted at the start of the project with the projected timeline for their individual involvement and participation levels.

Responsible Parties: EA, MCHD

Task Deliverables
Log of Meetings and contacts

Task 3: Community Engagement

Devise Engagement Strategy

Community engagement is the heart of the planning process and the foundation for future implementation of the Salinas Valley Safe Routes to School Plan. The first step will be to develop an engagement strategy describing the process and opportunities for public input from the various school communities as well as surrounding neighborhoods. Insights from the Health Department and community-based organization staff who have worked in the planning area previously will help the team focus on the most effective strategies. The formation of the first ever Salinas Valley Safe Routes to School Committee and participatory budgeting process will provide a deeper engagement as community members will be empowered to prioritize funding for a number of projects to be built immediately after adoption of the Plan.

Responsible Parties: TAMC, EA, MCHD and Community-Based Organization (CBO)

Create Collateral

Community Engagement Collateral will be developed including but not limited to:

- Posters & fliers to promote meetings
- Outreach toolkit which could include social media graphics, text messages and email template
- A well-maintained website to promote planning process
- Sign-in sheets for meetings and school site audits

Responsible Parties: EA

Conduct Outreach

The project team will then conduct intentional multilingual outreach to engage the community and stakeholders throughout the planning process. The team will attend school parent group meetings (virtually or in-person), work through community-based organizations and existing groups to invite participants to share input, work with City jurisdictions to coordinate engagement opportunities with other City planning efforts and contact key stakeholders such as the School District, Student Leadership, Migrant Education Services and Leadership and Civic Engagement Academy (enLACE) and develop a communications infrastructure to promote the process and solicit input on barriers to walking and biking

The major focus is to generate parent and student input on the barriers to biking and walking to school at each school site and to amplify parent voices throughout the public process.

Possible outreach methods will be dependent upon COVID-19 restrictions but may include:

- ✓ Presentations at parent meetings to solicit input (can be done virtually)
- ✓ Hosting in-person public meetings in jurisdictions where parent meetings are not possible (can be done virtually)
- ✓ Create banners or posters to allow parents to give in-person input or directing them to the project website
- ✓ social media, including Facebook posts
- ✓ Youth feedback through art/creative projects
- ✓ school newsletters
- ✓ PTA announcements
- ✓ press releases
- ✓ distribution of flier
- ✓ promotion through grassroots channels
- ✓ Back to School nights
- ✓ Community-Based Organization partnerships
- ✓ In-person or virtual stakeholder meetings
- ✓ Quarterly emails to stakeholders with project updates

All project materials will be posted in Spanish and English, plus visuals to accommodate low literacy and indigenous language-speaking individuals.

Responsible Party: TAMC, EA, MCHD, and CBO

Online Community Engagement

Create bilingual website with project information, updates, and opportunities for the public to post comments regarding active transportation conditions around school sites. All meetings and audits will be posted on the site. Site to be promoted at all schools. The project team will target parents and community members who are unable to attend in-person presentations by providing an interactive online forum.

Responsible Party: EA

Map Student Residence Data and Create Individual School Site Maps

TAMC and Ecology Action will collect student residence information from the five named school districts and plot residence information on map/overlay of each school site showing attendance

boundaries, school locations and walking and biking distance radii to better inform walking audits.

TAMC will then create two discreet maps for each of the 24 school sites and Ecology Action will print out sufficient copies for all audits and public meetings.

Responsible Parties: EA and TAMC

Task Deliverables
Community Engagement Strategy, outreach kit, project website, school site maps and data, flyers, sign-in sheets, log of contacts, presentation materials, flyers, communications materials and attendance sheets.

Task 4: Steering Committee and Participatory Budgeting

Assemble Salinas Valley Safe Routes to School Committee

Invite community advocates and representatives to serve on the Safe Routes to School Committee, with representatives from each of the four cities and hold a kick-off meeting to establish Committee purpose, guidelines and expectations.

Responsible Party: TAMC and CBO

Support Community Engagement

Safe routes to School Steering Committee will support the community engagement throughout the planning process including helping to spread the word about opportunities to provide input, sharing survey/project information links and encouraging participation in pop-up events.

The Committee will meet quarterly to align with the planning process and community engagement milestones. Provide translation services as needed.

Responsible Party: TAMC, CBO

Participatory Budgeting

The Committee will develop and adopt a standard participatory budgeting process for all cities in the Salinas Valley. The CBO (with support from TAMC) will then facilitate a series of sub-committee meetings for each city to review draft quick-build projects that were developed through the planning process, revise the quick-build projects and prioritize and recommend projects to City Councils.

Responsible Party: TAMC, CBO

Present Participatory Budgeting Priorities

Present Participatory Budgeting priorities to City Commissions and City Council for adoption and commitment to construct quick-build projects shortly after adoption of the Salinas Valley Safe Routes to School Plan.

Responsible Party: TAMC and CBO

Safe Routes to School Implementation

Develop a safe routes to school implementation strategy for quick-build projects and the Salinas Valley Safe Routes to School Plan and identify and secure funding to continue Salinas Valley Safe Routes to School Committee

Responsible Party: TAMC and CBO

Task Deliverables
Contact list, Committee Guidelines, meeting agendas, presentations, project handouts, meeting notes, participatory budget guidelines, recommended list of quick-build projects and implementation strategy.

Task 5: School Site Audits & Recommendations

Solicit Audit Participants

Reach out through advocacy groups, school community, neighborhood outreach, online portal, and parent meetings to solicit variety of stakeholders to participate in an audit at the 22 school sites Participants will vary depending on site but may include school administrators, parents, students, community members, and other stakeholders.

Responsible Parties: EA

Conduct School Audits

Conduct walking audit of areas surrounding schools. Survey popular routes to school and drop-off/pick-up areas when students are arriving on campus. Survey bike parking and other existing support facilities. Assess non-infrastructure programming. Photograph problem areas.

Responsible Parties: TAMC, MCHD, EA, CBO and Consultant (on some audits but not all)

Consolidate Audit Findings

Consolidate findings from the audits, parent meetings and online sources.

Responsible Party: EA

Make Non-Infrastructure Recommendations

Consider non-infrastructure education and encouragement programming for school site based on stakeholder feedback and develop a draft program list.

Responsible Parties: EA, MCHD, School Reps and TAMC

Make Infrastructure Recommendations

Compile a list of Infrastructure and Non-Infrastructure recommendations for each school site. Develop a draft project list.

Responsible Party: Consultant

Internal Review Recommendations List

Have all partner agencies review and revise recommendations before including in presentations.

Responsible Party: EA, Consultant, TAMC and MCHD

Create Presentations

Create Powerpoint presentations to share findings with decision-making bodies and parents, including 24 presentations highlighting recommendations at each school site.

Responsible Party: EA

Present findings to Stakeholders

Present draft recommendations to decision-making bodies (could include school boards, City Councils, etc.) and solicit input. Present recommendations at parent meetings at each school site, as well as at pop-up events and via the project website.

Responsible Party: EA and MCHD

Revise Draft Recommendation List

Revise Draft Recommendation List based on stakeholder input.

Responsible Party: EA

Task Deliverables
Participant list, summary map and comments from parent meetings, notes and photos from audits, barrier list for each school, draft non-infrastructure recommendations list, draft infrastructure recommendations list, compiled recommendations list, presentations, meeting minutes and agendas, revised draft recommendations list

Task 6: Pop-Up Infrastructure Demonstrations

Select Demonstration Sites

Identify 4 locations for pop-up demonstration events (one in each city). Demonstration locations will be chosen based on geographic/school district distribution, potential public participation, opportunities to demonstrate infrastructure that may be unfamiliar to public, and sites that could be converted to permanent installations.

Responsible Party: TAMC and EA

Designs and Permits for Demonstration

Develop drawings for pop-up demonstration infrastructure including proposed locations of temporary striping, hardscape items such as planter boxes, and signage. Develop detailed materials list/budget. Team will work with local agency staff on any necessary permitting (e.g. encroachment permit) including expected traffic control needs.

Develop a detailed sign plan, illustrating set-up of demonstration infrastructure, and educational signage indicating changed traffic or parking conditions as part of the demonstration.

Develop concept drawings and visual displays to help explain the project to the community during the pop-up event.

Responsible Party: EA, and Consultant

Community Notification & Engagement

Coordinate with school community to establish pop-up dates and invite participation.

Recruit volunteers to help install the pop-up demonstrations. Engage the Salinas Valley Safe Routes to School Steering Committee.

Develop and distribute flyers and social media blasts (in English and Spanish) to notify and inform businesses, schools, and the greater community of upcoming pop-up demonstrations.

Responsible Parties: EA, TAMC and MCHD

Install and Implement Demonstrations

Event implementation will include event preparation, set-up and demonstration treatment installation prior to the event going live. Outreach to businesses or residents adjacent to the demonstration site; setup may need to occur the day prior to the event depending on scope.

Once the demonstration is active, provide staff and volunteer management, education of public participants, documentation and evaluation activities (see next task), and fielding inquiries from media and public.

Educate the public and get feedback about the infrastructure pop-up via a project information center with project information and maps, and opportunities for feedback.

Responsible Parties: EA, TAMC, CBO and MCHD

Demonstration Evaluation

Documentation and evaluation plan will include a survey form and survey implementation actions, overall master plan feedback opportunities (Maps and other information at the pop-up tent), photography and a list of metrics to be evaluated before and after the demonstration.

Responsible Party: EA & TAMC

Task Deliverables
Maps of demonstration site locations, drawings, materials list, permits and sign plan, informational flyers, social media posts, volunteer recruitment lists, pictures, notes, community surveys, bike and pedestrian counts, summary of pop-up demonstration events

Task 7: Draft and Final Plan

Develop Profile for each School

Create a succinct profile for each school site detailing current conditions (portrait of student body, student residence maps and relevant school policies and programs). Describe current challenges and opportunities at individual sites and recommend infrastructure and non-infrastructure solutions. Review identified infrastructure needs and develop list of potential infrastructure solutions will be developed for each school. Include all data collected for each site (site audit, parent surveys, mode surveys, public comments, crash data and community input). School Profiles will be written in Spanish and English.

Responsible Parties: EA

Develop Project Rating System

Develop rating mechanism using criteria consistent with the California Active Transportation Program, Regional Transportation Plan and City General Plan to identify high priority projects that will help meet local, regional and state health and safety goals.

Responsible Parties: EA

Develop Plan Implementation Strategy

Create a phased implementation strategy that includes a timeline, planning-level cost estimates and potential funding sources.

Responsible Party: EA, TAMC and MCHD

Create Infrastructure Recommendation Maps

Create maps for each school showing recommended sites for infrastructure improvements, and proposed phasing.

Responsible Party: EA

Develop & Review Administrative Draft Plan

Compile all the data and recommendations prepared for the plan (including school profiles, background data, community engagement strategy and outcomes, maps, concept drawings, infrastructure and non-infrastructure recommendations, ratings matrix and implementation strategy) into a single plan, including a short Executive Summary. Circulate the administrative draft to partners for review and comment.

Responsible Party: EA, Consultant, TAMC and MCHD

Draft Plan

Revise Administrative Draft Plan incorporating comments from partners and prepare an online version of the draft plan.

Responsible Party: EA

Draft Plan Review

Post the Draft Plan online and distribute copies to community centers, public libraries, schools, for public review and input.

Solicit comments on Draft Plan from agencies that could include:

- o 4 City Councils
- o the five affected school boards
- o TAMC Board
- o Members of the public, including parents

Responsible Party: EA, MCHD, CBO and TAMC

Revise Draft Plan

Revise Draft Plan incorporating comments from the community and advisory bodies.

Responsible Party: EA

Task Deliverables
Examples: Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 8: Board Review/Approval & Project Implementation

Plan Adoption

Revise Draft Plan incorporating input from the community and advisory bodies. Present final plan to 4 City Councils, 5 School District Boards and TAMC Board and resolve any critical issues. The TAMC Board, School District Boards and the city councils may adopt final Salinas Valley Safe Routes to School Plan. Provide ten hard-copies and one electronic copy of the final report to TAMC, for distribution to City Agencies. Credit to Caltrans and other financial contributors must be listed on the cover of the report.

Responsible Party: TAMC, MCHD and EA

Project Implementation

Create press release for plan release. Distribute copies of plan to the Public Library, the School Districts, 4 Public Works jurisdictions, TAMC, MCHD, Consultant and Ecology Action. Project recommendations and all research will be available for use in upcoming funding proposals, most notably the Active Transportation Program Cycle 7 submission and future state/federal applications.

Responsible Party: TAMC, MCHD and EA

Task Deliverables
Board Agenda, presentation materials, meeting minutes with board acceptance/approval, press release.

California Department of Transportation
Sustainable Transportation Planning Grant Program
PROJECT COST AND SCHEDULE

Sustainable Communities Grant

Grant Fiscal Year 2021-22

Salinas Valley Safe Routes to School Plan

Transportation Agency for Monterey County, Monterey County Health Department and Ecology Action

Task #	Task Title	Estimated Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2021/22					FY 2022/23					FY 2023/24																		
						A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
01	Project Administration (no more than 5% of total Grant Award)	\$15,617	\$2,975	\$0	\$18,592																													
02	Consultant Procurement	\$7,667	\$1,460	\$0	\$9,127																													
1	Existing Conditions	\$41,958	\$7,992	\$0	\$49,950																													
2	Coordination	\$64,676	\$12,319	\$0	\$76,995																													
3	Community Engagement	\$70,065	\$13,346	\$0	\$83,411																													
4	Steering Committee & Participatory Budgeting	\$39,483	\$7,521	\$0	\$47,004																													
5	School Site Audits & Recommendations	\$195,422	\$37,223	\$0	\$232,645																													
6	Pop-Up Infrastructure Demonstrations	\$138,168	\$26,318	\$0	\$164,486																													
7	Draft and Final Plan	\$83,205	\$15,849	\$0	\$99,054																													
8	Board Review/Approval & Project Implementation	\$7,866	\$1,498	\$0	\$9,364																													
Totals		\$664,127	\$126,501	\$0	\$790,628																													

* Use only whole dollars in the financial information fields. Dollar amounts must be rounded up/down and decimals should not be shown.

Does your agency plan to request reimbursement for indirect costs? Yes No If yes, what is the estimated indirect cost rate? 64.29%

Does your agency plan to use the Tapered Match approach for invoicing purposes? Yes No

EXHIBIT B: BUDGET

	Salinas Valley SRTS Planning Budget	EA Staff/Materials Sub Total by Task	Contractor	Monterey Health	CBO	TAMC	Total Cost
01	Project Administration	\$11,742	\$0	\$2,400	\$1,200	\$3,249	\$18,591
0.1	Project Kick-Off Meeting w/Caltrans	\$0	\$0	\$0	\$0	\$269	\$269
0.2	Invoicing	\$3,712	\$0	\$1,200	\$1,200	\$1,490	\$7,602
0.3	Quarterly Reports	\$8,030	\$0	\$1,200	\$0	\$1,490	\$10,720
02	Consultant Procurement	\$5,485	\$0	\$960	\$0	\$2,682	\$9,127
0.21	RFP for Consultant Services	\$5,485	\$0	\$960	\$0	\$1,192	\$7,637
0.22	Contract with Community Based Organization	\$0	\$0	\$0	\$0	\$1,490	\$1,490
1	Existing Conditions	\$48,510	\$0	\$0	\$0	\$1,440	\$49,950
1.1	Collect & Review Background Information	\$11,311	\$0	\$0	\$0	\$480	\$11,791
1.2	Conduct Parent Surveys	\$16,394	\$0	\$0	\$0	\$0	\$16,394
1.3	Conduct Student Travel Mode Surveys	\$16,394	\$0	\$0	\$0	\$0	\$16,394
1.4	Crash Data Collection and Analysis for Schools	\$4,410	\$0	\$0	\$0	\$960	\$5,370
2	Coordination	\$31,314	\$5,000	\$18,680	\$8,820	\$13,181	\$76,995
2.1	Staff Kick-Off Meeting	\$2,026	\$0	\$1,280	\$720	\$1,076	\$5,102
2.2	Staff Coordination	\$12,735	\$5,000	\$14,400	\$8,100	\$12,105	\$52,340
2.3	Contact School Sites	\$16,552	\$0	\$3,000	\$0	\$0	\$19,552
3	Community Engagement	\$53,365	\$0	\$22,120	\$1,080	\$6,845	\$83,410
3.1	Devise Engagement Strategy	\$11,474	\$0	\$3,520	\$1,080	\$1,614	\$17,688
3.2	Create Collateral	\$9,847	\$0	\$0	\$0	\$0	\$9,847
3.3	Conduct Outreach	\$19,545	\$0	\$18,600	\$0	\$0	\$38,145
3.4	Online Community Engagement	\$8,890	\$0	\$0	\$0	\$2,235	\$11,125
3.5	Map Student Residence Data and Create Individual School Site Maps	\$3,609	\$0	\$0	\$0	\$2,996	\$6,605
4	Advisory Committee & Participatory Budgeting	\$0	\$0	\$0	\$26,660	\$20,344	\$47,004
4.1	Assemble Salinas Valley SRTS Committee	\$0	\$0	\$0	\$3,120	\$1,614	\$4,734
4.2	Support Community Engagement	\$0	\$0	\$0	\$8,781	\$2,690	\$11,471
4.3	Participatory Budgeting	\$0	\$0	\$0	\$10,199	\$9,104	\$19,303
4.4	Present Participatory Budgeting Priorities	\$0	\$0	\$0	\$3,240	\$4,842	\$8,082
4.5	Safe Routes to School Implementation	\$0	\$0	\$0	\$1,320	\$2,094	\$3,414
5	School Site Audits & Recommendations	\$173,263	\$20,000	\$20,880	\$5,640	\$12,862	\$232,645
5.1	Solicit Audit Participants	\$18,000	\$0	\$0	\$0	\$0	\$18,000
5.2	Conduct School Audits	\$58,896	\$10,000	\$8,400	\$5,640	\$9,096	\$92,032
5.3	Consolidate Audit Findings	\$27,766	\$0	\$0	\$0	\$0	\$27,766

	Salinas Valley SRTS Planning Budget	EA Staff/Materials Sub Total by Task	Contractor	Monterey Health	CBO	TAMC	Total Cost
5.4	Make Non-Infrastructure Recommendations	\$8,121	\$0	\$1,920	\$0	\$1,614	\$11,655
5.5	Make Infrastructure Recommendations	\$6,424	\$10,000	\$0	\$0	\$0	\$16,424
5.6	Internal Rreview Recommendations List	\$7,758	\$0	\$2,560	\$0	\$2,152	\$12,470
5.7	Create Presentation	\$11,760	\$0	\$0	\$0	\$0	\$11,760
5.8	Present Findings to Stakeholders	\$30,522	\$0	\$8,000	\$0	\$0	\$38,522
5.9	Revise Draft Recommendation List	\$4,015	\$0	\$0	\$0	\$0	\$4,015
6	Pop-Up Infrastructure Demonstration	\$110,477	\$15,000	\$17,360	\$3,000	\$18,648	\$164,485
6.1	Select Demonstration Site(s)	\$2,106	\$0	\$0	\$0	\$2,152	\$4,258
6.2	Design and Permit Demonstration	\$4,015	\$15,000	\$0	\$0	\$0	\$19,015
6.3	Community Notification & Engagement	\$38,587	\$0	\$13,200	\$0	\$2,152	\$53,939
6.4	Install and Implement Demonstration	\$56,167	\$0	\$4,160	\$3,000	\$10,760	\$74,087
6.5	Demonstration Evaluation	\$9,601	\$0	\$0	\$0	\$3,584	\$13,185
7	Draft & Final Plan	\$75,834	\$10,000	\$6,400	\$1,440	\$5,380	\$99,054
7.1	Develop Profile for each School	\$21,770	\$0	\$0	\$0	\$0	\$21,770
7.2	Develop Project Rating System	\$1,606	\$0	\$0	\$0	\$0	\$1,606
7.3	Develop Plan Implementation Strategy	\$1,606	\$0	\$2,560	\$0	\$2,152	\$6,318
7.4	Create Infrastructure Recommendation Maps	\$9,637	\$0	\$0	\$0	\$0	\$9,637
7.5	Develop & Review Administrative Draft Plan	\$21,630	\$10,000	\$2,560	\$0	\$2,152	\$36,342
7.6	Draft Plan	\$11,175	\$0	\$0	\$0	\$0	\$11,175
7.7	Draft Plan Review	\$3,861	\$0	\$1,280	\$1,440	\$1,076	\$7,657
7.8	Revise Draft Plan	\$4,549	\$0	\$0	\$0	\$0	\$4,549
8	Board Review/Approval & Project Implementation	\$2,166	\$0	\$1,280	\$2,160	\$3,761	\$9,367
8.1	Plan Adoption	\$803	\$0	\$858	\$2,160	\$2,682	\$6,503
8.2	Project Implementation	\$1,363	\$0	\$422	\$0	\$1,079	\$2,864
	Subtotals	\$ 512,156	\$ 50,000	\$ 90,080	\$ 50,000	\$ 88,392	\$ 790,628

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							