

# Ecology Action

## Responses to Questions – June 28, 2024

The following questions were received by Ecology Action in response to the Request for Proposals (RFP) for the Watsonville Vision Zero Corridor Study, which was released on May 29<sup>th</sup>, 2024. The deadline for questions on the RFP was June 19<sup>th</sup>, 2024.

### Questions and Responses

1. **The proposal includes a "Not to Exceed Cost by Task". Could the Consultant reallocate funds from one task to another while maintaining the overall project budget? For example, reallocating \$2,000 from Task 2 to Task 1, resulting in Task 1 (Existing Conditions) being \$12,000 and Task 2 (Analysis and Concept Plan) being \$48,000.**

Response: Yes, the Consultant may reallocate funds among tasks if the total not-to-exceed amount is \$175,000.

2. **On page 4 of the RFP, under Task 3: Public Outreach, the RFP states: "Ecology Action will develop bilingual outreach materials to support the outreach strategy. The Consultant will be responsible for planning and conducting bilingual outreach with Ecology Action in accordance with the outreach strategy."**

- a. **Could you please clarify the roles of the Consultant and Ecology Action?**

Response: Ecology Action and the City, with input from the Advisory Committee, will develop an outreach strategy. The Consultant will have the opportunity to provide input on the outreach strategy to ensure their role can be accommodated within their approved scope and budget. Since the outreach strategy has not yet been prepared, the roles are not defined at this time.

- b. **Will the Consultant be responsible for creating any bilingual materials?**

Response: The Consultant may need to prepare bilingual community workshop materials. For example, maps and diagrams created by the Consultant for public outreach may need to be offered in Spanish. Ecology Action may be able to assist with translation; however, roles will be defined in the outreach strategy.

- c. **The deliverables include a "visioning document." Will this be developed by Ecology Action as part of the outreach strategy?**

Response: The visioning document will be prepared by the Consultant.

- d. **The scope indicates that Ecology Action will develop workshop materials to support the strategy. Would you clarify and provide an example of workshop materials that are expected from the Consultant?**



Response: Examples of community workshop materials could include slide decks with photos, graphs, and maps for presentations, posters, flyers, brochures, surveys, and other similar materials to facilitate public outreach. Since the outreach strategy has not yet been prepared, specific community workshop materials are not defined at this time.

- 3. Page 7, under Considerations, states that "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." Attachment 1 includes the contract between the City and Ecology Action. Can you share a sample standard agreement between Ecology Action and the selected consultant?**

Response: A sample standard agreement is now included as Attachment 2 to the RFP, which can be found at the end of this document.

- 4. Is the project end date February 28, 2026 or April 2026?**

Response: The contract end date between the City and Ecology Action is April 30, 2026. Although the Consultant's role is anticipated to be limited toward the end of the contract, the Consultant should anticipate a project end date of April 30, 2026 in accordance with the contract between the City and Ecology Action. The RFP has been revised to reflect this contract end date.

- 5. Do you want a full scope in the Project Approach section or do we just comment on any changes we have to the scope?**

Response: It is up to each respondent to determine how to prepare their proposal.

- 6. Do you want a schedule? If so, should we place it in the Project Approach section?**

Response: A schedule is not required in the proposal. However, a schedule will be requested at the time of project initiation.

# **Ecology Action**

## **Request for Proposals**

Watsonville Vision Zero Corridor Study

**Due Date: Friday July 19<sup>th</sup>, 2024 at 5:00 p.m. (PST)**

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

**Contact:**

Shelby Cramton, Senior Planner  
Ecology Action  
(831) 515-1332  
[shelby.cramton@ecoact.org](mailto:shelby.cramton@ecoact.org)

## INTRODUCTION

The Watsonville Vision Zero Corridor Study (VZCS) aims to address a critical and long-standing safety issue that the City of Watsonville (City) has struggled to resolve despite repeated efforts. Watsonville has experienced a significant number of pedestrian fatalities and serious injuries on its roadways, as highlighted by data from the Vision Zero Task Force. Most of these incidents occur along several high-collision corridors. Despite various initiatives, the rates of death and injury have not seen substantial reductions, with an average of 29.5 people injured or killed annually over the past six years and 2.5 pedestrians killed annually in the last two years.

Traditional approaches have not been sufficient to curb these incidents. The VZCS is designed to analyze high-collision crash corridors within Watsonville and to develop a comprehensive set of measures aimed at significantly reducing harm. The 2021 Vision Zero Action Plan recommended thorough assessments of major roads to find solutions that would make walking and biking safer in Watsonville. The VZCS is the next step in that process, in which one high-collision corridor will be selected for a comprehensive redesign.

A public outreach campaign, led by Ecology Action, will aim to solicit initial input on community goals and vision for the selected corridor, as well as input on the initial concept plans and design options/trade-offs. Some proposed changes may be new to the community, requiring explanation and adaptation, but all aim to create safer, more user-friendly streets. The project will explore a wide array of proven, harm-reducing infrastructure improvements from around the world. Once a final design is developed, it will be presented to the community for feedback. Conceptual design drawings will then be prepared, providing the City with the tools needed to secure funding for implementation.

The ultimate goal is to create a plan that not only significantly reduces injuries and fatalities on the chosen corridor but also serves as a model for addressing high-collision corridors throughout Watsonville. There is strong support from both City staff and the community for a transformational approach that enhances pedestrian safety and contributes to a more livable, walkable city.

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 conduct an existing conditions analysis, prepare a conceptual plan, develop preliminary design drawing and planning costs, and assist with technical information at public meetings. These topics are described below.

### 1. Existing Conditions Analysis

**Document Collection:** Collect relevant policy documents, such as transportation plans, city development plans, and zoning maps, to gain an understanding of the broader policy framework and long-term objectives. Gather engineering documents, including road design plans and infrastructure proposals, to assess current and future project scopes.

**Data Compilation:** Compile traffic-related data from various sources. This should include:



- Traffic counts, which would need to be collected by the consultant, to understand vehicle flow and usage patterns.
- Mode splits to determine the distribution of various transportation modes (e.g., cars, bikes, pedestrians, public transit).
- Travel speeds to identify areas with high-speed variations.
- Collision history to examine the frequency and types of accidents.
- Public comments from past planning efforts to gauge community concerns and suggestions.

**Data Analysis:** Analyze the compiled data to identify trends and patterns related to traffic safety and mobility. Specific focus should be on:

- Collision analysis to identify hotspots with high incident rates and investigate common causes of accidents.
- Design solutions that could mitigate risks, such as traffic calming measures, pedestrian crossings, or improved signage.
- The impact of existing and proposed land uses on traffic safety and congestion.

This comprehensive analysis will provide a foundation for developing targeted recommendations to improve safety and reduce injury rates in high-injury corridors. The insights gained from this analysis will inform the next steps in designing and implementing effective infrastructure solutions.

**Deliverables:** Existing Conditions Analysis, including a summary of existing policy, planning, and engineering documents, summary of existing traffic data and collision data analysis.

**Task 1 Not to Exceed:** \$10,000

## 2. Analysis and Concept Plan

The consultant will be responsible for collecting and analyzing a variety of traffic data to support safety improvements in high-injury corridors, including Airport Boulevard, Green Valley Road, Freedom Boulevard, Main Street, East Lake Avenue, and Riverside Drive.

**Data Collection:** Gather additional traffic data, including Average Daily Traffic (ADT) counts and pedestrian and bicycle counts on high-injury corridors. The consultant is expected to use a platform that specializes in analyzing traffic and mobility trends using location-based information. This data will be used to identify current usage patterns and potential safety risks. Examine historical collision data to identify high-collision areas and determine underlying causes.

**Long-Range Network Planning:** Conduct a comprehensive analysis focused on opportunities for infrastructure changes that can improve safety on high-collision corridors. This analysis should be coordinated with the City's General Plan update, which is currently in process, to ensure alignment with broader planning efforts. Analyze potential improvements, considering existing and future traffic flow, land use, and public safety.

**Corridor Selection:** Based on the collected data and the long-range network planning analysis, the project team will identify one of the top collision corridors in Watsonville for detailed study and concept plan development. The selection process will also account for available right-of-way and the potential for infrastructure changes.

**Concept Plan Development:** The consultant will develop design alternatives for the selected high-collision corridor. The conceptual plans will incorporate Americans with Disabilities Act (ADA) -compliant design elements in the alternatives. This will include illustrative sections with detailed plan areas to highlight key intersections and specific safety measures.

Design focus will be on reducing severe injuries and fatalities, while also incorporating elements for urban greening and stormwater mitigation. We expect the consultant to use innovative transportation design principles that emphasize cycling infrastructure, pedestrian-friendly streets, and efficient public transit. The consultant will analyze the proposed design alternatives, including potential traffic impacts, and present options that demonstrate the trade-offs in corridor design (e.g., parking, bicycle facilities, planted medians). The consultant will also create a standalone summary list of potential infrastructure recommendations that could be applied to other high collision corridors in the City.

**Design Renderings:** The consultant will create visual renderings of the proposed design for the selected corridor. These renderings will showcase various design options and the associated trade-offs. These visuals will be used for public outreach efforts to engage the community, gather feedback, and build support for the proposed changes.

**Deliverables:** Additional traffic data, including ADT counts, bicycle and pedestrian counts; summary of long-range network planning analysis; conceptual design alternatives; standalone summary list of potential infrastructure recommendations; visual renderings of proposed concept plans.

**Task 2 Not to Exceed:** \$50,000

### 3. Public Outreach

An outreach strategy will be developed by Ecology Action and the City, with input from the Advisory Committee. Ecology Action will develop bilingual outreach materials to support the outreach strategy. The Consultant will be responsible for planning and conducting bilingual outreach with Ecology Action in accordance with the outreach strategy.

Possible outreach activities will be based on the outreach strategy and may include:

- Conduct initial visioning workshop with residents, business owners, and other stakeholders along the selected high-collision corridor.
- Conduct initial visioning workshop with City's Community Development Department to discuss compatibility with the General Plan update.
- Conduct initial visioning workshop with elected officials.
- Host capacity building workshop to introduce new design principles, including stakeholders such as Fire Department, Police Department, elected officials, and community leaders.
- Create visioning document that outlines the goals and values for the selected corridor.
- Host co-design workshop with general public.
- Host co-design charrette with local engineers and agency partners.
- Present first concepts to elected officials.

**Deliverables:** Visioning document that outlines the goals and values of the selected corridor; community workshop materials; meeting summaries.

**Task 3 Not to Exceed:** \$50,000

### 4. Develop Preliminary Design Drawings

**Development of Conceptual Design Drawings:** The consultant will create conceptual design drawings for the preferred concept alternative on the selected high-collision corridor. These drawings should include key design elements and detailed layout information that reflects the community's input and the project's safety objectives. The design drawings must clearly indicate proposed road modifications, pedestrian and bicycle facilities, traffic control features, and other

critical components. The project requires the use of design methodologies that promote a balanced approach to road usage, with dedicated lanes for cyclists and efficient pedestrian pathways.

**Planning-Level Cost Estimates:** The consultant will prepare planning-level cost estimates for the selected design alternative. These estimates should be developed using the latest unit costs provided by the City, supplemented by data from comparable communities in California to ensure accuracy. The cost estimates should include a breakdown of key components, such as materials, labor, and other project-related expenses, to facilitate budget planning and approval processes.

**Deliverables:** Conceptual design drawings of selected concept design; planning-level cost estimates for selected concept design.

**Task 4 Not to Exceed:** \$60,000

**5. Draft and Final Plan Presentation**

The project team will create a set of evaluation criteria in line with the California Active Transportation Program, the Regional Transportation Plan, and the City’s updated General Plan. These criteria will guide the identification of high-priority projects that support local, regional, and State health and safety objectives. Ecology Action will assess the remaining high-collision corridors using this framework to generate a prioritized list for further study and public outreach. Additionally, the project team will devise an implementation strategy that outlines a timeline, estimated costs, and potential funding sources. Ecology Action will take the lead in preparing the plan.

To ensure broad stakeholder engagement, the project team will present the draft plan to the Vision Zero Task Force, Planning Commission, and City Council. The consultant will be required to attend these meetings to provide technical expertise.

**Deliverables:** Assistance with evaluation criteria and implementation strategy; attendance and participation in meetings with Vision Zero Task Force, Planning Commission, and City Council.

**Task 5 Not to Exceed:** \$5,000

**Total Not to Exceed (Tasks 1 through 5):** \$175,000

**Tasks 1 through 5 should be completed by ~~February 28<sup>th</sup>, 2026.~~ April 30<sup>th</sup>, 2026.**

**TIMELINE (subject to delay)**

**Consultant Selection Process**

- Release RFP..... May 29<sup>th</sup>, 2024
- Deadline for questions..... June 19<sup>th</sup>, 2024
- Responses due..... July 19<sup>th</sup>, 2024
- Select consultant..... End of July 2024

Conclude contract negotiations..... Early August 2024

## Project Timeline

Existing Conditions: August 2024 – October 2024

Analysis and Concept Plan: August 2024 – December 2024

Develop Preliminary Design Drawings: Fall 2024 – Fall 2025

Draft and Final Plan: Early 2025 – Early 2026

Contract End Date: ~~February 28, 2026~~ April 30, 2026

## 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 **\$175,000**. Please provide costs for Tasks 1 through 5 including hours per task. **Please provide budget as a separate attachment – budgets will be considered in a process separate following proposal selection process.**

## 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 City (see Attachment 1). A sample standard agreement is provided as Attachment 2.

Consultant must retain all documents, books, and records connected with the funds received from the City, 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.

Disadvantaged 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 June 19<sup>th</sup>, 2024.

**Please submit proposal by 5:00 p.m. (PST) on Wednesday, July 19<sup>th</sup>, 2024 to:**

Attn: Shelby Cramton  
Ecology Action  
877 Cedar Street, Suite 240  
Santa Cruz, CA 95060  
[shelby.cramton@ecoact.org](mailto:shelby.cramton@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:

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Firm's demonstrated experience in similar project work	30
Key staff experience with similar projects	20
References	10
Proposed project approach	40
<b>Total</b>	<b>100</b>

## 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: Shelby Cramton  
 Ecology Action  
 877 Cedar Street, Suite 240  
 Santa Cruz, CA 95060  
[shelby.cramton@ecoact.org](mailto:shelby.cramton@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 Shelby Cramton via email at [shelby.cramton@ecoact.org](mailto:shelby.cramton@ecoact.org) by Wednesday, June 19<sup>th</sup>, 2024 at 5:00 p.m. (PST).

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND ECOLOGY ACTION OF SANTA CRUZ**

**THIS CONTRACT**, is made and entered into this May 24, 2024, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Ecology Action of Santa Cruz**, hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

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**THE PARTIES HEREBY AGREE AS FOLLOWS:**

## **SECTION 1. SCOPE OF SERVICES.**

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

## **SECTION 2. TERM OF CONTRACT.**

The term of this Contract shall be from March 26, 2024 to April 30, 2026, inclusive.

## **SECTION 3. SCHEDULE OF PERFORMANCE.**

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

## **SECTION 4. COMPENSATION.**

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

## **SECTION 5. METHOD OF PAYMENT.**

Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

## **SECTION 6. INDEPENDENT CONSULTANT.**

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

## **SECTION 7. ASSIGNABILITY.**

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

## **SECTION 8. INDEMNIFICATION.**

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed



under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

## **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without

any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

#### **SECTION 10. NON-DISCRIMINATION.**

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

#### **SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

#### **SECTION 12. COMPLIANCE WITH LAWS.**

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

#### **SECTION 13. GOVERNING LAW.**

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

#### **SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.**

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

#### **SECTION 15. CONFIDENTIAL INFORMATION.**

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed

to any person except as authorized by the City Manager or his designee, or as required by law.

#### **SECTION 16. OWNERSHIP OF MATERIALS.**

All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

#### **SECTION 17. COVENANT AGAINST CONTINGENT FEES.**

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

#### **SECTION 18. WAIVER.**

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

#### **SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

#### **SECTION 20. AUDIT BOOKS AND RECORDS.**

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

## SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

### CITY

City Clerk  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

### CONSULTANT

Ecology Action of Santa Cruz  
877 Cedar Street, Suite 240  
Santa Cruz, CA 95060  
831-426-5925

## SECTION 22. EXHIBITS:

Exhibit A: Scope of Services  
Exhibit B: Schedule of Performance  
Exhibit C: Compensation  
Exhibit D: Additional Terms as required by the Restricted Grant Agreement – Contract 74A1467. Required for all Consultants and Subcontractors performing services under Contract 74A1467

**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.

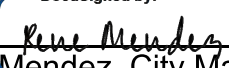
### CITY

### CONSULTANT

#### CITY OF WATSONVILLE

BY

DocuSigned by:

  
\_\_\_\_\_  
Rene Mendez, City Manager

BY

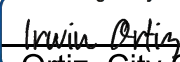
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\_\_\_\_\_  
Chuck Tremper, Vice President

ATTEST:

BY

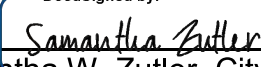
DocuSigned by:

  
\_\_\_\_\_  
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY

DocuSigned by:

  
\_\_\_\_\_  
Samantha W. Butler, City Attorney

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

See attachment labeled **Exhibit “A”**

Exhibit A

Ecology Action (EA)  
Scope of Work and Budget for  
Caltrans Planning Grant – Contract 74A1467  
City of Watsonville 2024 – Vision Zero Corridor Study

To be billed time and materials.

Billing for Ecology Action staff derived from actual base rate, current benefits and accepted Caltrans Indirect Cost Allocation Plan. All formulas provided with quarterly billing documentation.

Task 01: Project Administration

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

The City of Watsonville (City) will schedule a kick-off meeting with Caltrans staff to review the scope of work, project schedule, and expectations for ongoing coordination with Caltrans staff. Caltrans staff will review reporting and invoicing requirements for the project.

Throughout the project, the City will prepare and submit quarterly progress reports and invoice packages with all required Caltrans documentation.

Ecology Action (EA) Not to exceed \$4,626

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Task 02: Consultant Procurement

Ecology Action (EA), with input from the City, will procure a technical consultant with expertise in complete streets designs that improve safety for vulnerable road users. 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.

Ecology Action( EA) Not to exceed \$4,902

Task Deliverables
City of Watsonville current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

### Task 1: Existing Conditions

Collect and review policy, planning, and engineering documents relevant to high-injury corridors to understand the policy context, recommendations for future infrastructure projects, and existing and proposed land uses.

Collect and analyze existing traffic data including traffic counts, mode splits, travel speeds, collision history, and public comments collected during previous planning efforts. Analyze collision data to identify trends, collision hot spots, and possible design solutions.

*Consultant Not to Exceed \$10,000*

Task Deliverables
Summary of existing policy, planning, and engineering documents, summary of existing traffic data and collision data analysis.

### Task 2: Analysis and Concept Plan

The consultant will collect and analyze additional traffic data, including ADT and bike and pedestrian counts on high-injury corridors.

The consultant will conduct a long-range network planning analysis focused on opportunities for infrastructure changes to improve safety on high-collision corridors. Analysis will be coordinated and aligned with the City's General Plan update.

When analysis is completed, the project team will select one of the top collision corridors in Watsonville (Airport Blvd, Green Valley Rd, Freedom Blvd, Main St, East Lake Ave, or Riverside Dr) for detailed study and development of concept plans focused on collision reduction. Selection will be based on collision data, public comments, network planning analysis, and available right-of-way.

The consultant will develop design alternatives for the selected high-collision corridor in the form of illustrative sections with detail plan areas to show key intersections. Street design will be focused on reduction of severe injuries and fatalities, and creating space for urban greening and stormwater mitigation. Consultant will analyze the alternatives, including traffic impacts, and present options and trade-offs for the design of the corridor (parking, bicycle facilities, planted medians, etc.).

The consultant will develop renderings of proposed design for the selected corridor, including design options and trade-offs, for use in public outreach.

*Consultant Not to Exceed \$50,000*

Task Deliverables
Additional traffic data – ADT counts, bicycle and pedestrian counts, Summary of network planning analysis, Conceptual design alternatives, Renderings of proposed concept plans

### Task 3: Public Outreach

Ecology Action and the City, with input from the Advisory Committee, will devise an engagement strategy to solicit initial input on community goals and vision for the selected corridor, as well as input on the initial concept plans and design options/trade-offs.

Ecology Action will develop bilingual outreach materials to support the outreach strategy, with visuals to accommodate low-literacy individuals. Materials will include but not are limited to:

- Posters, fliers, and mailers to promote meetings.
- Outreach toolkit which could include social media graphics, advertising graphics, and email templates.
- A well-maintained website to promote planning process.

Ecology Action, together with the consultant, will plan and conduct bilingual outreach. Possible outreach activities will be based on the outreach strategy and may include:

- Conduct initial visioning workshop with residents, business owners, and other stakeholders along the selected high-collision corridor.
- Conduct visioning workshop with elected officials.
- Host capacity building workshop to introduce new design principles, including stakeholders such as Fire Department, Police Department, elected officials, and community leaders.
- Create visioning document that outlines the goals and values for the selected corridor.
- Host co-design workshop with general public.
- Host co-design charrette with local engineers and agency partners.
- Present first concepts to elected officials.

*Ecology Action (EA) Not to exceed \$104,441*

*Consultant Not to exceed \$50,000*

<b>Task Deliverables</b>
Summary of outreach strategy, bilingual outreach materials and project website, visioning document that outlines the goals and values of the selected corridor, community workshop materials, sign-in sheets, meeting summaries

#### **Task 4: Advisory Committee Meetings**

Utilize the established Vision Zero Task Force as the advisory body to advise on plan development. Attend quarterly meetings to share plan updates and solicit input on outreach strategy, outreach materials, concept plans, draft plan document, and other elements of plan development.

*Ecology Action (EA) Not to exceed \$24,600*

<b>Task Deliverables</b>
Meeting materials, agendas, and notes

#### **Task 5: Develop Preliminary Design Drawings**

Based on community input on the preliminary concept plans, including preferred design elements, the project team will select a preferred concept alternative for the selected high-collision corridor.

The consultant will develop 30% design drawings of the selected corridor design and planning-level cost estimates. Planning level costs for projects will use the latest unit costs provided by the City as well as data from comparable communities in California.

*Consultant Not to Exceed \$60,000*



**Task Deliverables**

30% design drawings of selected concept design, planning-level concept plan for selected concept design

**Task 6: Draft and Final Plan**

The project team will develop evaluation 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. Ecology Action will evaluate the remaining high-collision corridors based on the selected criteria to create a prioritized list for future study and outreach.

The project team will develop a plan implementation strategy that includes a timeline, cost estimates, and potential funding sources.

Ecology Action will compile all the data and recommendations prepared for the plan (including background data, community engagement strategy and outcomes, maps, concept drawings, ratings matrix and implementation strategy) into a single plan, including a short Executive Summary. Ecology Action will circulate the administrative draft to partners, including Caltrans, for review and comment. Project partners will review the draft document and provide comments.

Ecology Action will revise the draft plan, incorporating comments from partners and prepare a web version of the draft plan. Post the draft plan online for public review and input.

The project team will present the draft plan to the Vision Zero Task Force, Planning Commission, and City Council, and Ecology Action will revise the draft plan to incorporate comments from the community and advisory bodies.

*Ecology Action (EA) Not to exceed \$64,113*

*Consultant Not to exceed \$5,000*

**Task Deliverables**

Evaluation criteria, prioritized list of high-collision corridors, implementation strategy, draft plan, comments on draft plan, draft plan presentation, final plan.

**Task 7: Board Review/Approval**

Present final plan to City Council for adoption and resolve any critical issues. Ecology Action will provide hard-copy and electronic copy of the final report to City and distribute hard copies of plan to local libraries. Credit to Caltrans and other financial contributors must be listed on the cover of the report.

Create press release for plan adoption. Project recommendations and concept plans will be available for use in upcoming funding proposals, most notably the Active Transportation Program Cycle 7 submission and future state/federal applications.

*Ecology Action (EA) Not to exceed \$12,611*

**Task Deliverables**

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

## **EXHIBIT “B”**

### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: **March 26, 2024 to April 30, 2026**

**EXHIBIT "C"****COMPENSATION**

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$390,293.00.

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

**Table 1. Estimated Cost Allocation**

<b>Task</b>	<b>EA Not to Exceed Amount</b>	<b>Consultant (TBD)</b>	<b>Total</b>
01	\$ 4,626.00	\$ -	\$ 4,626.00
02	\$ 4,902.00	\$ -	\$ 4,902.00
1	\$ -	\$ 10,000.00	\$ 10,000.00
2	\$ -	\$ 50,000.00	\$ 50,000.00
3	\$ 104,441.00	\$ 50,000.00	\$ 154,441.00
4	\$ 24,600.00	\$ -	\$ 24,600.00
5	\$ -	\$ 60,000.00	\$ 60,000.00
6	\$ 64,113.00	\$ 5,000.00	\$ 69,113.00
7	\$ 12,611.00	\$ -	\$ 12,611.00
<b>Total</b>	\$ 215,293.00	\$ 175,000.00	\$ 390,293.00

## **EXHIBIT “D”**

### **Restricted Grant Agreement – Contract 74A1467**

See attachment labeled **Exhibit “D”**

Additional Terms as required by the Restricted Grant Agreement – Contract 74A1467.  
Required for all Consultants and Subcontractors performing services under Contract 74A1467

## California Department of Transportation

ADMINISTRATION  
DIVISION OF PROCUREMENT AND  
CONTRACTS  
1727 30<sup>TH</sup> STREET, MS 65  
SACRAMENTO, CA 95816-7006  
PHONE (916) 227-6000  
FAX (916) 227-6155  
TTY 711  
<https://dot.ca.gov/programs/procurement-and-contracts/>



**Contract Number: 74A1467**

February 8, 2024

City of Watsonville  
250 Main Street  
Watsonville, CA 95076

Dear Contractor:

A fully executed copy of the above-referenced contract is enclosed for your files. You are not authorized to commence work until you have been notified by the State's designated Contract Manager to begin work. The Contract Manager is not authorized to approve payment for any work or services performed prior to contract/amendment approval, nor is the Contract Manager authorized to change the terms of the contract.

**All invoices are to be submitted to the Contract Manager in triplicate:**

- with the above Contract Number placed next to your firm's name,
- with your Address and Phone Number preprinted on the invoice in the format shown in the contract, if appropriate,
- with All Documentation required to prove costs, and
- with Any Additional Information required by the terms of the contract.

You are encouraged to pay your suppliers and subcontractors in a timely manner. You are also reminded that, unless stipulated otherwise in the contract, you must pay your suppliers and subcontractors prior to requesting any reimbursement, if applicable, from the State.

All questions regarding invoices, documentation supporting invoices, payments, and services are to be directed to Paul Guirguis at (805) 556-5514.

Sincerely,

Katherine Thompson  
Contract Analyst

Enclosure

c: Contract Manager

**Sustainable Communities Grants  
(State—SB 1)  
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and **CITY OF WATSONVILLE**, hereinafter referred to as **AGENCY**, will commence on **January 2, 2024**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed by **CALTRANS** Contract Manager. This RGA shall expire on **April 30, 2026**.

**Attachments:**

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Cost and Schedule
- III. Grant Application Guide

**Recitals**

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

**Section I**

**AGENCY Responsibility:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

**Section II**

**CALTRANS Responsibility:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**Section III**

**Parties' Mutual Responsibilities:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS**' budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III**, which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, **Resolution (Attachment I)**, **Scope of Work and Project Cost and Schedule (Attachment II)**, and the applicable **Grant Application Guide (Attachment III)**, and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in **City of Watsonville Vision Zero Corridor Study**, hereinafter "Project", subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project Cost and Schedule), which are attached hereto as **Attachment II**.
5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive State and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable State and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	

\$390,293.00	\$53,130.00	\$0.00	\$53,130.00	11.98%	\$443,423.00
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No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

#### 9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Alex Yasbek, (831) 768-3160, [Alex.yasbek@watsonville.gov](mailto:Alex.yasbek@watsonville.gov).
- b. **AGENCY's** Financial Manager for the Project is Marissa Duran, [Marissa.duran@watsonville.gov](mailto:Marissa.duran@watsonville.gov)
- c. **CALTRANS'** Contract Manager is Paul Guirguis, (805) 556-5514, [Paul.Guirguis@dot.ca.gov](mailto:Paul.Guirguis@dot.ca.gov) "Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Watsonville

Attention: Alex Yasbek, Environmental Projects Manager

Phone Number: (831) 768-3160

Email: [Alex.yasbek@watsonville.gov](mailto:Alex.yasbek@watsonville.gov).

250 Main Street

Watsonville, CA 95076

#### **California Department of Transportation**

D5/Planning/Regional Planning North

Attention: Paul Guirguis, Transportation Planner

Phone Number: (805) 556-5514

Email: [Paul.Guirguis@dot.ca.gov](mailto:Paul.Guirguis@dot.ca.gov)

50 Higuera Street

San Luis Obispo, CA 93401

#### 10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on January 2, 2024, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on April 30, 2026.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

#### 11. Changes in Terms/Amendments

This Agreement may only be amended or modified during the period of performance by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by AGENCY to CALTRANS no less than 90 days prior to the expiration of this RGA.



## 12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$390,293.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

## 13. Termination

- a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with **PROJECT** work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for **PROJECT** costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

## 14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

## 15. Payment and Invoicing

**AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and,

including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 18c**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Cost and Schedule in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for the grant amount is not allowed.
- e. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of Project Work
  - 3) Locations of Project Work
  - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to

make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

#### 16. Local Match Funds

- a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.
- b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7**, it is grounds for contract termination as identified in **Section III, Paragraph 13**.

#### 17. Quarterly Progress Reporting

**AGENCY** shall submit written progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

#### 18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

#### 19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys

due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

## 20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

## 21. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless, **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

## 22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, contractors, subrecipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all

other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

- d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

### 23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.

- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

## 24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.
- c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:
- 1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
  - 2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
  - 3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.
  - 4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

## 25. Third-Party Contracts

- a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without

limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this **Paragraph 25, Third Party Contracts**:

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code)
  - 2) State Contracting Manual (SCM), Chapter 5
  - 3) Local Assistance Procedures Manual (LAPM) Chapter 10
- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above**.
- e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above**.

## **26. Drug-Free Workplace Certification**

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs; and
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

- 1) Will receive a copy of the company's Drug-Free Policy Statement; and
- 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

D. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

## 27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

## 28. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and



security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

## **29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

## **30. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

## **31. ADA Compliance**

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

## **32. Project Close Out/Final Product**

- a. **AGENCY** will provide an electronic version, preferable ADA accessible, of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

## **33. Ownership of Proprietary Property**

### **a. Definitions**

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.

- 2) **Work Product:** All deliverables created or produced from **Work** under this RGA, including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor, and/or subrecipient, and/or the **AGENCY's** contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

**b. Ownership of Work Product and Rights**

- 1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

**c. Inventions**

- 1) Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.
- 2) Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

**d. Additional Provisions**

- 1) Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such

parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.

- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Subrecipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

**e. Ownership of Data**

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) 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 Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

**34. Electronic Signatures**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

**35. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there

is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Section IV

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

<b>STATE OF CALIFORNIA</b>	<b>City of Watsonville</b>
<b>DEPARTMENT OF TRANSPORTATION</b>	
By: <i>Robert Carothers</i>	By: <i>Rene Mendez</i> <small>Rene Mendez (Dec 27, 2023 09:05 PST)</small>
Printed Name: Robert Carothers	Printed Name: <b>Rene Mendez</b>
Title: Contract Officer	Title: City Manager
Date: <b>02/08/2024</b>	Date: <b>12/27/2023</b>

By:
Printed Name:
Title:
Date:
By:
Printed Name:
Title:
Date:



ECOLACT-01

TTAGANAP

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 6/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	<b>CONTACT NAME:</b> Kimberly Leikam <b>PHONE (A/C, No, Ext):</b> (415) 403-1491 <b>FAX (A/C, No):</b> (415) 874-4818 <b>E-MAIL ADDRESS:</b> kleikam@alliant.com														
<b>INSURED</b>  Ecology Action of Santa Cruz 877 Cedar Street Ste 240 Santa Cruz, CA 95060	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Nonprofits Insurance Alliance of California</td> <td>00000</td> </tr> <tr> <td>INSURER B : Employers Preferred Insurance Company</td> <td>10346</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nonprofits Insurance Alliance of California	00000	INSURER B : Employers Preferred Insurance Company	10346	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		202310071	6/8/2023	6/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202310071	6/8/2023	6/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202310071UMB	6/8/2023	6/8/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG527537000	6/8/2023	6/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Watsonville, its appointed and elected officials and its employees are included as additional insured to General Liability including primary & non-contributory wording per form NIAC E61 02/19.  
 30-day notice of cancellation applies as per form IL 02 70 12 19.

## CERTIFICATE HOLDER

## CANCELLATION

City of Watsonville 275 Main Street, Ste 400 Watsonville, CA 95076	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 202310071

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization:

As Required by Written Contract

**A. Section II – WHO IS AN INSURED** is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:**4. Other Insurance****a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement.

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or





*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 202310071

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
  - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

POLICY NUMBER: 202310071

IL 02 70 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
  - (a) Any insured or his or her representative in obtaining this insurance; or
  - (b) You or your representative in pursuing a claim under this policy

- b. 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
  - (a) Any insured or his or her representative in obtaining this insurance; or
  - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the Cancellation Common Policy Condition:**
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part  
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
  - b. We may not cancel this policy solely because the first Named Insured has:
    - (1) Accepted an offer of earthquake coverage; or
    - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
  - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
    - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

- C. The following is added and supersedes any provisions to the contrary:

#### **Nonrenewal**

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### **2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.

- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
  - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
  - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.



d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

e. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
- (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



**Ecology Action of Santa Cruz  
INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Ecology Action of Santa Cruz, hereinafter called ECOLOGY ACTION, and \_\_\_\_\_, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to provide \_\_\_\_\_ services to ECOLOGY ACTION under the terms of this contract as described in Exhibit A, Scope of Work and Exhibit B Budget, which are incorporated herein by this reference.

2. COMPENSATION. In consideration for CONTRACTOR providing services under the terms of this contract, ECOLOGY ACTION agrees to pay CONTRACTOR for each service provided as outlined in Exhibit A. Total compensation to the CONTRACTOR for performance of services under this Agreement will not exceed \$\_\_\_\_\_ during the course of this contract.

3. TERM. The term of this Contract shall be \_\_\_\_\_ to \_\_\_\_\_.

4. EARLY TERMINATION. Either party hereto may terminate this Contract at any time by giving 30 days written notice to the other party. In the event of early termination, the parties will meet to discuss the resolution of any work in progress and the payment for any work performed after the effective date of the termination.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless ECOLOGY ACTION, (which for the purpose of paragraph 5(A) and 5(B) shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- (A) Any and all claims, demands, losses, damages, reasonable defense costs, or liability of any kind or nature which ECOLOGY ACTION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of ECOLOGY ACTION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- (B) Any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance

coverage shall be primary coverage as respects ECOLOGY ACTION and any insurance or self-insurance maintained by ECOLOGY ACTION shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and ECOLOGY ACTION both initial here \_\_\_\_/\_\_\_\_.

(A) Types of Insurance and Minimum Limits

- (1) Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_.
- (2) Automobile Liability Insurance for each of CONTRACTOR's automobiles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired automobiles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if automobile in use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and ECOLOGY ACTION both certify to this fact by initialing here \_\_\_\_/\_\_\_\_.
- (3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and ECOLOGY ACTION \_\_\_\_/\_\_\_\_.

(B). Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy

premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"ECOLOGY ACTION OF SANTA CRUZ, INC. its funders, officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with ECOLOGY ACTION."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

TO BE PROVIDED

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide ECOLOGY ACTION on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

TO BE PROVIDED

7. NONDISCLOSURE. The parties agree that, unless otherwise permitted in writing, they will a) not disclose Confidential Information to any third party; b) use best efforts to prevent disclosure of Confidential Information to any third party; c) use Confidential Information only for the purposes contemplated by this Agreement; and d) if applicable, not disassemble, decompile, or reverse engineer any Confidential Information

8. INTELLECTUAL PROPERTY; WORK MADE FOR HIRE. In relation to the performance of this Agreement, Consultant may create certain works for EA, all of which will be the property of EA upon creation. To the extent that such works may be copyrighted or copyrightable under the laws of the United States, consultant will be considered to have created a Work Made for Hire as defined in 17 U.S.C. Section 101 and EA shall have the sole right to the copyright. Upon termination of the contract all such works and work products shall be delivered to Ecology Action.

9. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, religion, age, gender, sexual preference, family status, military status, disability, medical condition and genetic characteristics as defined by law.

10. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and ECOLOGY ACTION agree that CONTRACTOR is an independent contractor and not an employee of ECOLOGY ACTION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not



entitled to any employee benefits. ECOLOGY ACTION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

11. COMPLIANCE. CONTRACTOR represents that its operations are in compliance with applicable planning, environmental and other laws or regulations.

12. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of ECOLOGY ACTION.

13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than two (2) years after final payment under this Agreement or until a final audit report is accepted by ECOLOGY ACTION, whichever occurs first.

14. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement and its attachments are the entire agreement between the parties and supercede any prior oral or written communications. Amendments to this Agreement, if any, must be in writing and signed by both parties.

15. ATTACHMENTS. This Agreement includes the following attachments:  
Appendix A: Scope of Work and Compensation

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ECOLOGY ACTION OF SANTA CRUZ

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

## **Appendix A**

### **Statement of Work and Compensation**

#### **Scope of Work**

#### **Compensation**

Billing rate: \$

Total not to exceed: \$

Client will reimburse Consultant for reasonable and necessary expenses incurred in the performance of the Services; provided, however, that all such expenses in excess of \$100 shall be subject to Client's prior approval.

Consultant will submit an itemized statement setting for the time spent and services rendered not more than 20 days after the end of the month in which the charges were incurred.