

**CITY OF SAND CITY**

**RESOLUTION SC 20-07, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING  
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EMC PLANNING  
GROUP IN PREPARING A SUSTAINABLE TRANSPORTATION PLAN IN AN  
AMOUNT NOT TO EXCEED \$185,000.00**

**WHEREAS**, in late May of 2019, the City of Sand City (the “City”) was awarded \$163,779 in sustainable communities grant funding with a local City match of \$21,221 for a total project amount of \$185,000 regarding the preparation and completion of a Sand City Sustainable Transportation Plan and

**WHEREAS**, on October 22, 2019, Linda Scholink as the acting City Manager at that time and as authorized by City Resolution SC 19-51, signed and executed the Sustainable Communities Grants (State–SB 1) Restricted Grant Agreement (Agreement Number 74A1154) with the California Department of Transportation (hereinafter “Cal-Trans”); and

**WHEREAS**, \$21,221 was incorporated into the City’s adopted fiscal year 2019-2020 operational budget for the purpose of accommodating the required matching fund amount for implementing the sustainable communities grant; and

**WHEREAS**, the City received notice from Cal-Trans that the City has met the Conditions of Grant Acceptance, and that work on the Sustainable Transportation Plan can commence as of November 15, 2019; and

**WHEREAS**, EMC Planning Group Incorporated (hereinafter “EMC”), has a current service agreement with the City to perform duties as a extension of City Hall Planning Department staff on an ‘as needed’ basis; and

**WHEREAS**, the City wishes to expand its current service agreement with EMC, as an extension of City Hall Planning Department staff, for the preparation of the ‘Sustainable Transportation Plan’ in accordance with the sustainable communities grant award/agreement terms in an amount not to exceed \$185,000, which includes the Cal-Trans grant amount of \$163,779 and City matching funds of \$21,221.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City to hereby authorize the City Manager of the City, or designee, to execute the necessary Agreement (attached hereto and incorporated herein by this reference as Resolution Exhibit A), and amendments thereto, with EMC Planning Group Incorporated for the preparation of the Sand City Sustainable Transportation Plan in an amount not to exceed a total project amount of \$185,000, which consists of \$21,221 in City funds and \$163,779 in Cal-Trans grant funding.

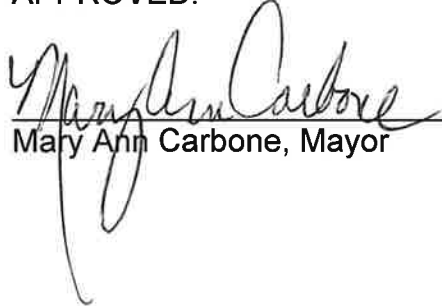
**PASSED AND ADOPTED**, by the City Council of Sand City, this 21<sup>st</sup> day of January, 2020,  
by the following vote:

AYES: Council Member Blackwelder, Hawthorne, Sofer, Cruz, Carbone  
NOES: None  
ABSENT: None  
ABSTAIN: None

ATTEST:

  
\_\_\_\_\_  
Linda K. Scholink, City Clerk

APPROVED:

  
\_\_\_\_\_  
Mary Ann Carbone, Mayor

# RESOLUTION EXHIBIT "A"

Resolution No. SC 20-

## CITY OF SAND CITY

### PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This Agreement made this \_\_\_\_ day of January, 2020 (the "Effective Date"), by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as "CITY", and EMC Planning Group Inc., a California Corporation, hereinafter referred to as "Consultant" (together referred to the "Parties").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### I. TERM

The term of the Agreement will begin on January \_\_\_\_, 2020 and shall end on June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be reviewed and renewed annually. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

#### II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached hereto and incorporated herein as though set forth in full. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in Exhibit A, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

#### III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

#### IV. TIME

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in section III (Performance) and to satisfy CONSULTANT'S obligations hereunder.

**V. ASSIGNMENT OF PERSONNEL**

CONSULTANT shall assign only competent personnel to perform services pursuant to his Agreement. In the event that CITY, in its sole discretion, at any time during the term of the Agreement, desires the reassignment of any such persons, CONSULTANT shall, immediately upon receiving notice from CITY of such desire, reassign such person or persons.

**VI. PAYMENT**

- A. The CITY agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred and eighty five thousand dollars (\$185,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by CITY in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-thousand dollars (\$20,000.00). Any additional work in excess of this amount shall be approved by the City Council of Sand City.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work , the hours spent by each person,

a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice.

**VII. SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, upon written notification to CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. CONSULTANT may cancel this Agreement upon 30 days written notice to CITY and shall include in such notice the reasons for cancellation.
- C. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination; CITY may however condition payment of such compensation upon CONSULTANT delivering to CITY any and all Documents prepared in connection with this Agreement. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 6.
- D. The parties may amend this Agreement only by a writing signed by all the parties.
- E. All obligations arising prior to the termination of this Agreement and all provision of this agreement allocating liability between the CITY and CONSULTANT shall survive the termination of this Agreement.
- F. If CONSULTANT materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not be limited to, the following:
  - a. Immediately terminate the Agreement
  - b. Retain all Documents and other work product prepared by CONSULTANT pursuant to this Agreement

- c. Retain a different consultant to complete the work described in an given task order not finished by Consultant; and/or

## VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. CONSULTANT understands that all such records may be subject to the examination and audit of the State Auditor or as part of any audit of the CITY.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents, in electronic or other form, prepared in the course of providing the services to be performed pursuant to this AGREEMENT ("Documents") shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY in connection with the project for which CONSULTANT'S services are provided under this AGREEMENT and without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

## IX. INDEMNIFICATION AND DEFENSE

- A. **Indemnity**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees, contractors and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent, reckless or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or termination of this Agreement with respect to any liability arising during the term of the Agreement. With respect to third party claims against the CONSULTANT, CONSULTANT waives any and all rights of any type to express or implied indemnity against the Indemnified Parties.

**B. Duty to defend**

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity.

**C. California Civil Code Section 2782.8**

Notwithstanding the foregoing, to the extent that the CONSULTANT's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by California Civil Code Section 2782.8.

**X. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

**XI. INDEPENDENT CONSULTANT**

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor and not an employee of CITY. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, subcontractors or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, subcontractors or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

**XII. LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers, consultants and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**XIII. UNDUE INFLUENCE/CONFLICT OF INTEREST**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity. CONSULTANT may not serve other clients whose activities within the corporate limits of CITY or whose business regardless of location would place CONSULTANT in a "conflict of interest" as that term is



defined in the Political Reform Act, California Government Code section 81000 et seq.

**XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-Agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

**XVI. NOTICES**

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Sand City  
1 Pendergrass Way  
Sand City, CA 93955  
Attention: Aaron Blair, City Manager

To CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_

**XVII. ASSIGNMENT**

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and the CONSULTANT.

Before CONSULTANT retains or contracts with any subcontractor, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

**XVIII. LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT, its employees, agents, and any subcontractors shall have in full force and effect, all licenses, permits, qualifications and approvals required of it by law for the performance of the services described in this AGREEMENT. In addition, CONSULTANT and any subcontractors shall obtain and maintain during the term of this Agreement a valid Sand City business license.

**XIX. GOVERNING LAW**

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall be brought and maintained in the Superior Court of the State of California in and for the County of Monterey or in the United States District Court for the Central District of California.

**XX. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous Agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XXI. SEVERABILITY/NO IMPLIED WAIVER OF BREACH**

If a court of competent jurisdiction finds that any provision of this Agreement is invalid, void or unenforceable, the provisions not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any breach of that term or any other term of this Agreement.

**XXII. ATTORNEYS FEES**

If a party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

**XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CONSULTANT**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

**CITY OF SAND CITY**

\_\_\_\_\_  
Aaron Blair, City Manager

ATTEST:

\_\_\_\_\_  
Linda Scholink/ City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Vibeke Norgaard, City Attorney

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

DRAFT

**Exhibit A to contract dated December 10, 2019  
Scope of Services**

**Sand City Sustainable Transportation Plan**

**INTRODUCTION:** Sand City is continuing its transformation from an industrial area to a vibrant mixed use community. As part of that effort, the City is working to upgrade its streets to better accommodate pedestrians and bicyclists. There are intermittent sidewalks and no bicycle facilities in the plan area. The Sand City Sustainable Transportation Plan proposes to address the connectivity deficiencies throughout the City and provide a direct and level network of complete streets and/or urban trail network connecting the Monterey Bay Recreational Trail, West Broadway Urban Village Specific Plan area, regional transit center, bus stops, residential areas, shopping centers, and Seaside High School. The Sand City Sustainable Transportation Plan will be used to create a bicycle and pedestrian network within Sand City and unify it with the surrounding communities, to provide safe mobility for all users including, pedestrians, bicyclists, transit riders, and motorists. The City will engage the local community, including disadvantaged persons, the City's artist community, business owners, and shopping center managers, Transportation Agency for Monterey County, City of Seaside, Monterey Salinas Transit, and Caltrans in the planning process. The Sand City Sustainable Transportation Plan will contain conceptual design only. Once this plan is complete, it will guide future project selection, engineering design, and construction.

The scope of work presented below reflects the anticipated process and deliverables for the Sand City Sustainable Transportation Plan.

**RESPONSIBLE PARTIES:** The City of Sand City will perform this work with the assistance of EMC Planning Group, as an extension of the City staff.

**OVERALL PROJECT OBJECTIVES:**

- Improve bike and pedestrian connectivity.
- Provide a direct and level complete street and/or trail network throughout the city.
- Improve connections to transit stops, including future bus rapid transit.
- Build missing sidewalks and include fully accessible ramp improvements at intersections.
- Install pedestrian-scale street lighting for the length of the improvements.
- Install street trees, street furniture, and other design features.
- Add bicycle lanes to selected streets and explore the potential for Class IV bikeways.
- Apply "green street" concepts, such as storm water planter boxes and porous pavement where possible.
- Coordinate improvements to be undertaken by the City and by private owners/developers of adjacent properties.

**1. Project Initiation**

**Task 1.1: Technical Advisory Committee**

- Establish a technical advisory committee, consisting of the City Administrator, City Planner, City Engineer, Public Works Director, City Council Member, and citizens or business owners, for supervising and coordinating the development and implementation of the plan. Representatives from the City's artist community and its disadvantaged community (specifically the City intends to reach out to the Salvation Army Good Samaritan Center) will be invited to participate on the Technical Advisory Committee. Caltrans will be offered a role on the committee.
- Responsible Party: Sand City

**Task 1.2: Project Kick-off Meeting**

- Hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information, and to introduce Caltrans staff to the issues of importance within the plan area.
- Responsible Party: Sand City

**Task 1.3: Staff Coordination**

- Conduct monthly face-to face project team meetings to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
1.1	<i>Contact List</i>
1.2	<i>Meeting Notes</i>
1.3	<i>Monthly Meeting Notes</i>

**2. Background**

**Task 2.1: Photo Documentation**

- Use photographs to provide a visual record of the existing conditions and identify opportunities and constraints as well as standards to guide the preparation of the plan.
- Responsible Party: Sand City

**Task 2.2: CAD Drawings**

- Use computer software to create a base map that documents the existing conditions and background data within the project area, including the locations of underground utilities, significant trees, private property access driveway aprons, and other features that may constrain design.
- Responsible Party: Sand City

**Task 2.3: Existing Conditions Report**

- Use the photographs and CAD drawings to prepare an Existing Conditions Report that documents the background data within the plan area.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
2.1	<i>Photographs</i>
2.2	<i>CAD Drawings</i>
2.3	<i>Existing Conditions Report</i>

**3. Outreach**

**Task 3.1: Meetings with Stakeholders**

- Meet with the Sand Dollar Shopping Center manager, Edgewater Shopping Center manager, South of Tioga developer, City of Seaside, Monterey Salinas Transit, and the Transportation Agency for Monterey County to update them on the development of the plan and gain feedback and suggestions from them through the process. In particular, this task will aim to obtain an acceptance on the part of the Sand Dollar Shopping Center for pedestrian improvements within their property, obtain updated information on plans for bus rapid transit on the railroad corridor within the City, and establish a partnership with the

neighboring City of Seaside for provision of improved bicycle and pedestrian connections between the two cities. The Transportation Agency for Monterey County owns the railroad corridor and is a critical partner for any transportation use of that corridor.

- Responsible Party: Sand City

**Task 3.2: Walking Tour**

- Conduct a walking tour to survey field conditions, introduce the project to the technical advisory committee and the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to shape Task 4.1: Conceptual Plan. Stakeholders and Caltrans staff will also be invited to participate.
- Responsible Party: Sand City

**Task 3.3: Technical Advisory Committee Input**

- Meet with Technical Advisory Committee in advance of Task 3.2: Walking Tour to apprise the committee of project timelines and goals.
- Following Task 3.2: Walking Tour, meet with the Technical Advisory Committee to solicit early design input.
- Meet with the Technical Advisory Committee to review the Task 4.1: Conceptual Plan and accept comments.
- Meet with the Technical Advisory Committee to review the Task 4.2: First Draft Sustainable Transportation Plan.
- Responsible Party: Sand City

**Task 3.4: Outreach and Community Workshop**

- Host a booth at the annual West End Celebration in Sand City to publicize the plan and gain public input and feedback. The booth will have displays showing preliminary ideas for the plan, staff to answer questions about the plan, and a questionnaire to help gauge public opinion on a range of related issues.
- Hold an evening Community Workshop at City Hall or the studio space at The Independent building, to present Task 4.2: First Draft Sustainable Transportation Plan. Solicit feedback and public comments to shape Task 4.4: Second Draft Sustainable Transportation Plan. Food and beverages will be provided and all participants given opportunities to comment or otherwise participate through hands-on activities. The City anticipates that a series of activity tables will be used to collect input, allowing participants to join in at any time and circulate amongst the tables.
- Publicize the plan to City residents and business owners, and announce the West End Celebration and Workshop opportunities. Notices and/or flyers will be mailed to all Sand City addresses and posted at City Hall bulletin boards. Because the City is very compact, additional door-to-door notification will be provided as feasible. The plan will be advertised at the regional transit center and/or on transit buses, on the City's website, and with posters placed at critical locations, including the Salvation Army Good Samaritan Center, The Independent, and locations in adjoining cities.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
3.1	<i>Agendas and Meeting Notes</i>
3.2	<i>Walking Tour Map, Walking Tour Photographs and Notes</i>
3.3	<i>Agendas and Meeting Notes</i>
3.4	<i>Questionnaire, Booth Displays, Workshop Activity Materials, Workshop Summary, Notices, Flyers and Posters</i>



#### **4. Sustainable Transportation Plan**

##### **Task 4.1: Conceptual Plan**

- Develop a conceptual plan based on Task 2.3: Existing Conditions Report, Task 3.2: Walking Tour, and Task 3.3: Technical Advisory Committee Input. The conceptual design will incorporate complete streets concepts and will include plans, graphics, and photos. Where applicable, alternative designs will be prepared. The Conceptual Plan will be at a general level showing desired connections but not committing to specific solutions or locations. The conceptual plan will be presented to the Technical Advisory Committee (Task 3.3: Technical Advisory Committee Input) for guidance on selection of specific components and solutions to be incorporated into the first draft plan.
- Responsible Party: Sand City

##### **Task 4.2: First Draft Sustainable Transportation Plan**

- Prepare the first draft sustainable transportation plan, incorporating input from the Technical Advisory Committee. The first draft sustainable transportation plan will include specific locations and recommendations, but may also include alternatives that the Technical Advisory Committee felt should be provided for additional input from stakeholders and the public. The first draft sustainable transportation plan will also include typical details and specific details where warranted. A context and background will be included as an appendix. The team will present the first draft plan at the Community Workshop (Task 3.4: Outreach and Community Workshop) for public comment and to several of the City's standing committees (Task 4.3 Joint Committee Meeting).
- Responsible Party: Sand City

##### **Task 4.3: Joint Committee Meeting**

- Coordinate a joint session among the Design Review Committee, Parking Committee, and Public Safety Committee to review the Task 4.2: First Draft Sustainable Transportation Plan. The meeting will be publicly advertised to solicit feedback, respond to any questions, and resolve any critical issues. Caltrans will be invited to participate.
- Responsible Party: Sand City

##### **Task 4.4: Second Draft Sustainable Transportation Plan**

- Prepare the second draft sustainable transportation plan by incorporating public and committee comments from Task 3.4: Outreach and Community Workshop and Task 4.3: Joint Committee Meeting.
- Responsible Party: Sand City

##### **Task 4.5: City Council Workshop**

- Conduct a workshop for the City Council to review the second draft sustainable transportation plan and provide input.
- Responsible Party: Sand City

##### **Task 4.6: Final Sustainable Transportation Plan**

- Complete the final sustainable transportation plan that addresses the comments from Task 4.5: City Council Workshop. Credit of the financial contribution of the grant program will be given on the cover of the plan. Review under the California Environmental Quality Act, if required, will be conducted independent of the grant.
- Responsible Party: Sand City

##### **Task 4.7: City Council Adoption**

- Present the final sustainable transportation plan at the City Council meeting for adoption (note that Sand City's Council also serves in the capacity of a Planning Commission).

- Print five copies of the adopted plan for use at City Hall, and provide electronic copies for City staff use and distribution to stakeholders.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
4.1	<i>Conceptual Plan</i>
4.2	<i>First Draft Sustainable Transportation Plan</i>
4.3	<i>Agenda and Meeting Notes</i>
4.4	<i>Second Draft Sustainable Transportation Plan</i>
4.5	<i>Workshop Presentation and Summary</i>
4.6	<i>Final Sustainable Transportation Plan</i>
4.7	<i>Meeting Notes and Adopted Sustainable Transportation Plan</i>

## **5. Reporting and Management**

### **Task 5.1: Invoicing**

- Submit complete invoice packages to Caltrans district staff based on milestone completion—at least quarterly, but no more frequently than monthly.
- Responsible Party: Sand City

### **Task 5.2: Quarterly Reports**

- Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: Sand City

<b>Task</b>	<b>Deliverable</b>
5.1	<i>Invoice Packages</i>
5.2	<i>Quarterly Reports</i>

**California Department of Transportation  
Transportation Planning Grants  
Fiscal Year 2019-20**

**PROJECT TIMELINE**

Project Title		Sand City Sustainable Transportation Plan					Grantee	City of Sand City												Deliverable												
Task Number	Exhibit B to Contract Dated December 10, 2019 Cost Schedule	Responsible Party	Fund Source			Local In-Kind Match	Fiscal Year 2019/20				FY 2020/21				FY 2021/22																	
			Total Cost	Grant Amount	Local Cash Match		J	A	S	O	N	D	J	F	M	A	M	J	J		A	S	O	N	D	J	F	M	A	M	J	
<b>1 Project Initiation</b>																																Contact List
1.1	Technical Advisory Committee	Sand City	\$2,000.00	\$1,771.00	\$229.00																									Meeting Notes		
1.2	Project Kick-off Meeting	Sand City	\$2,000.00	\$1,771.00	\$229.00																									Monthly Meeting Notes		
1.3	Staff Coordination	Sand City	\$7,000.00	\$6,197.00	\$803.00																											
<b>2 Background</b>																														Photographs		
2.1	Photo Documentation	Sand City	\$4,000.00	\$3,541.00	\$459.00																									CAD Drawings		
2.2	CAD Drawings	Sand City	\$5,000.00	\$4,426.00	\$574.00																									Existing Conditions Report		
2.3	Existing Conditions Report	Sand City	\$8,000.00	\$7,082.00	\$918.00																											
<b>3 Outreach</b>																														Agendas and Meeting Notes		
3.1	Meetings with Stakeholders	Sand City	\$10,000.00	\$8,853.00	\$1,147.00																									Walking Tour Map, Walking Tour Photographs and Notes		
3.2	Walking Tour	Sand City	\$7,000.00	\$6,197.00	\$803.00																									Agendas and Meeting Notes		
3.3	Technical Advisory Committee Input	Sand City	\$10,000.00	\$8,853.00	\$1,147.00																									Questionnaire, Booth Displays, Workshop Activity Materials, Workshop Summary, Notices, Flyers and Poster		
3.4	Outreach and Community Workshop	Sand City	\$23,000.00	\$20,362.00	\$2,638.00																											
<b>4 Sustainable Transportation Plan</b>																														Conceptual Plan		
4.1	Conceptual Plan	Sand City	\$15,000.00	\$13,279.00	\$1,721.00																									First Draft Sustainable Transportation Plan		
4.2	First Draft Sustainable Transportation Plan	Sand City	\$30,000.00	\$26,559.00	\$3,441.00																									Agenda and Meeting Notes		
4.3	Joint Committee Meeting	Sand City	\$7,000.00	\$6,197.00	\$803.00																									Second Draft Sustainable Transportation Plan		
4.4	Second Draft Sustainable Transportation Plan	Sand City	\$20,000.00	\$17,706.00	\$2,294.00																									Workshop Presentation and Summary		
4.5	City Council Workshop	Sand City	\$7,000.00	\$6,197.00	\$803.00																									Final Sustainable Transportation Plan		
4.6	Final Sustainable Transportation Plan	Sand City	\$10,000.00	\$8,853.00	\$1,147.00																									Meeting Notes and Adopted Sustainable Transportation Plan		
4.7	City Council Adoption	Sand City	\$9,000.00	\$7,968.00	\$1,032.00																											
<b>5 Reporting and Management</b>																														Invoice Packages		
5.1	Invoicing	Sand City	\$5,000.00	\$4,426.00	\$574.00																									Quarterly Reports		
5.2	Quarterly Reports	Sand City	\$4,000.00	\$3,541.00	\$459.00																											
<b>TOTALS</b>			<b>\$185,000.00</b>	<b>\$183,779.00</b>	<b>\$21,221.00</b>	<b>\$0.00</b>																										

RGA End Date: February 28, 2022  
CalTrans Notice to Proceed: November 15, 2019

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: \_\_\_\_\_%

**Note:** Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.

**EXHIBIT B**  
**FEE SCHEDULE**

DRAFT

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

**Workers' compensation insurance.** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **Other provisions or requirements**

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Administrator.



**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all Agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

**City's right to revise specifications.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

**Timely notice of claims.** CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.