

DRAFT AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 10th day of November 2023, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **Ecology Action**, hereinafter called "**CONTRACTOR**."

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG partnered with the CONTRACTOR to submit a California Department of Transportation Sustainable Transportation Planning Climate Adaptation Planning Grant for the development of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework.

WHEREAS, the California Department of Transportation awarded AMBAG and CONTRACTOR a Sustainable Transportation Planning Grant on August 31, 2023 for the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework,

WHEREAS, the CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide services for the development of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework,

NOW, THEREFORE, AMBAG and CONTRACTOR for the considerations hereinafter set forth, mutually agree as follows:

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

CONTRACTOR shall perform those services as specified in detail in Exhibit "A," entitled "Project Tasks/Services, Timeline, and Budget" which is attached hereto and incorporated herein.

2. TERM.

A. The term of this Contract shall be from the date of its execution until the completion of the work contemplated by this Contract and its final written acceptance by AMBAG unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before May 31st, 2026**, unless otherwise extended by written authorization.

B. Services performed under this Contract shall commence only upon written Notice to Proceed by AMBAG to CONTRACTOR.

This Contract includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline, and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

Exhibit D: Disadvantaged Business Enterprises (DBE) Information Form

Exhibit E: Certifications

3. SCHEDULE OF PERFORMANCE.

The services of CONTRACTOR are to be completed according to the schedule set out in Exhibit "A," entitled " Project Tasks/Services, Timeline, and Budget" which is attached hereto and incorporated herein. CONTRACTOR will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "Project Tasks/Services, Timeline, and Budget."

4. CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and written notification to proceed has been provided by AMBAG.

5. COORDINATION/STAFFING

- A. CONTRACTOR shall assign **Amelia Conlen as Project Manager** to personally participate in said project. AMBAG also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Contract shall be subcontracted, except as provided herein, without the prior, written authorization of the AMBAG.
- B. Services described in the Scope of Work shall be performed by Contractor's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

6. COMPENSATION

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal (Exhibit A). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this contract.

- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed contract. However, in no event shall said costs exceed the actual executed contract amount.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Contract. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title.
- E. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- F. In no event shall compensation including any and all costs as described in Exhibit A exceed \$352,728 without prior written consent of AMBAG.
- G. It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state funding as well as reimbursement from Caltrans.

7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the fifteenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG and upon reimbursement by the State of California. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- B. Prompt Payment to Subcontractor(s): A CONTRACTOR shall pay any Subcontractor(s) for satisfactorily completed work no later than ten (10) days

of receipt of each payment from AMBAG. The ten (10) day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with AMBAG's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractor.

- C. Invoicing Format and Content: All invoices submitted to AMBAG for payment shall be sent directly via email to the Project Manager and/or to:

Association of Monterey Bay Area Governments
ATTN: Accounts Payable
P.O. 2453
Seaside, CA 93955

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - i. AMBAG's "Bill To" information as stated in the above paragraph;
 - ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;
 - iii. Invoice date;
 - iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Contract, or within any previous billing dates;
 - v. Percent of Task Completed;
 - vi. Total amount due for the billing period;
 - vii. Total Contract Value (as identified in 4A. above); and
 - viii. AMBAG Project Manager

8. FUNDING REQUIREMENTS

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays

that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only, if sufficient funds are made available to AMBAG for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or AMBAG governing board that may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended or terminated to reflect any reduction in funds.

AMBAG has the option to void the contract under the termination clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

9. CONTRACT COMPLETION RETAINER

CONTRACTOR is prohibited from holding retainage from Subcontractor(s). Any delay or postponement of payment may take place only for good cause and with AMBAG's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONTRACTOR in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor(s) performance, and/or noncompliance by Subcontractor(s). This clause applies to both DBE and non-DBE Subcontractor(s).

10. SATISFACTORY PERFORMANCE

Payment for services under this Contract is contingent upon AMBAG's determination that the performance of the CONTRACTOR has been satisfactory and beneficial to AMBAG in the sole discretion of the Executive Director.

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this contract. For breach or violation of this warranty, AMBAG shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price

or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

- A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this Contract, whether or not completed, shall vest with AMBAG. AMBAG reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.
- B. AMBAG shall receive copyright and ownership to all data and materials delivered under this contract upon formal acceptance, except for those data and materials that are subject to ownership or copyright of others prior to the execution of this contract. No distribution of the original or derived works shall be made prior to acceptance by AMBAG unless specified in the task order or authorized by the contracting officer. The contractor may maintain copyright and ownership of all original or derived works which are not required submittals under this contract.
- C. Methodology and materials developed under this Contract are the property of AMBAG and may be used by AMBAG as it sees fit, including the right to revise or publish the same without limitation. CONTRACTOR shall not be liable for use of such methodology, materials, software logic, and systems for purposes other than that for which it is developed.
- D. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by CONTRACTOR. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential.
- E. The CONTRACTOR shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of AMBAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. CONTRACTOR shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the CONTRACTOR treats its confidential information, but in no case less than reasonable care.
- F. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Contract, are the property of AMBAG. AMBAG shall

determine the disposition of all such property upon completion or termination of this Contract.

- G. AMBAG may utilize any Work Products or Related Work Materials provided by CONTRACTOR pursuant to this Contract, in any manner which AMBAG deems appropriate without additional compensation to CONTRACTOR.

13. TERMINATION

A. Termination of Convenience of AMBAG

AMBAG may terminate this Contract at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in this Contract, at the option of AMBAG, become AMBAG's property. If this Contract is terminated by AMBAG, as provided herein, AMBAG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory and a benefit to AMBAG, in accordance with the cost provisions of this Contract.

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Contract, AMBAG shall thereupon have the right to terminate the Contract by giving not less than ten (10) calendar days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Contract shall, at the option of AMBAG, become AMBAG's property.

14. DISPUTES

AMBAG and CONTRACTOR are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid and minimize disputes. AMBAG and CONTRACTOR agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and CONTRACTOR each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) calendar days after a dispute has arisen, the parties

have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation; (d) the mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator within thirty (30) calendar days after the parties fail to negotiate an informal resolution of any dispute, the mediator shall be a retired judge or justice selected by the supervising judge of the Civil Division of the Monterey County California Superior Court. In any mediation conducted pursuant to this section, the provision of the California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation; and € if the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute shall be submitted to binding arbitration to a single arbitrator in accordance with the existing Rules of Practice of Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) calendar days of the close of mediation as declared by the mediator.

15. AMENDMENT OF SCOPE OF WORK

The parties may amend the Scope of Work subject to mutual prior written modification of the Contract.

16. CORRECTION OF WORK

The performance of services or acceptance of information furnished by CONTRACTOR shall not relieve the CONTRACTOR from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the CONTRACTOR on demand without cost to AMBAG.

17. DELAYS AND EXTENSIONS

Time is of the essence concerning performance of this Contract; however, the CONTRACTOR will be granted time extensions for delays beyond the Contractor's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon in writing between the CONTRACTOR and AMBAG.

18. RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractor, and AMBAG shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All

parties shall make such materials available at AMBAG's principal place of business at all reasonable times during the contract period and for three years from the date of final payment under the contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until AMBAG, Caltrans, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The State of California, Office of the State Controller, California Department of Transportation (Caltrans), FHWA, or any duly authorized representative of the Federal or State Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

19. SUBCONTRACTING

In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between AMBAG and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to AMBAG for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR'S obligation to pay its subcontractor(s) is an independent obligation from AMBAG'S obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by AMBAG, except that, which is expressly identified in the contract.

20. ASSIGNMENT

The Contract shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of AMBAG.

21. INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend AMBAG (with legal counsel acceptable to AMBAG), its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Contract (including design defects and regardless of AMBAG's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of AMBAG. If the adjudicated or admitted sole negligence or willful misconduct of AMBAG has contributed to a loss, CONTRACTOR shall not be obligated to indemnify AMBAG for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Contract.

22. STATEMENT OF COMPLIANCE

A. CONTRACTOR'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103. During the performance of this Contract, CONTRACTOR and its subcontractor(s) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractor(s) shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractor(s) shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

CONTRACTOR and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement(s).

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The CONTRACTOR, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractor(s), including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
4. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Contract between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

24. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. AMBAG and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this

contract and shall not be subject to any obligations or liabilities to AMBAG, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

27. DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to AMBAG.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

By signing and submitting the contract, the CONTRACTOR shall certify those clauses described in the "Debarment and Suspension Certification," Exhibit B attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the CONTRACT.

28. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal

Government financed in whole or in part with Federal assistance provided by FTA.

29. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this contract and which is applicable to a given loss, will be available to AMBAG.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to AMBAG prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name AMBAG, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by AMBAG, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way

on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with AMBAG within fifteen (15) calendar days of execution of this Contract and prior to engaging any operation or activities set forth in this Contract. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) calendar days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming AMBAG, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by AMBAG and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.
- H. Any and all insurance companies shall be licensed to do business and maintain an office within the state of California.

30. CONFLICT OF INTEREST

CONTRACTOR shall disclose any financial, business, or other relationship with AMBAG that may have an impact upon the outcome of this contract, or any ensuing AMBAG project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing AMBAG project, which will follow.

CONTRACTOR covenants that it presently has no interest actual, perceived, or potential conflicts of interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONTRACTOR shall at all times avoid conflicts of interest, or the perceived conflicts of interest, in the performance of this contract. CONTRACTOR shall file statements

of financial interest on forms provided by AMBAG to the extent and at the times required by AMBAG's Conflict of Interest Code and applicable law.

CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

31. STATEMENT OF ECONOMIC INTEREST

If AMBAG determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code §87100), CONTRACTOR shall complete and file and shall require any other person doing work under this Contract to complete and file a "Statement of Economic Interest" with AMBAG disclosing CONTRACTOR and/or such other person's financial interests.

32. MERGER

This Contract shall constitute the entire Contract between the parties and shall supersede any previous contracts, whether verbal or written, concerning the same subject matter. No modification of this Contract shall be effective unless and until evidence by a writing is signed by both parties.

33. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Contract, AMBAG may terminate this Contract by giving CONTRACTOR 10 business days written notice of such termination in the sole discretion of the Executive Director of AMBAG, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and beneficial to AMBAG and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the contract as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that AMBAG may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due AMBAG from CONTRACTOR is determined.

34. NO WAIVER OF BREACH/TIME

The waiver by AMBAG of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or provision or any

subsequent breach of the same or any other term or promise contained in this Contract. Time is of the essence in carrying out the duties hereunder.

35. THIRD PARTY BENEFICIARIES

Nothing contained in this Contract shall be construed to create and the parties do not intend to create any rights in third parties.

36. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Contract shall be construed and interpreted according to California law, and any action to enforce the terms of this Contract or for the breach thereof shall be brought and tried in the County of Monterey.

37. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of AMBAG and is not entitled to participate in any pension plan, insurance, bonus or similar benefits AMBAG provides its employees. In the event AMBAG exercises its right to terminate this Contract, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

38. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold AMBAG harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

39. FEDERAL TAX FORMS

Prior to issuing the initial claim under this Contract, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

Association of Monterey Bay Area Governments
ATTN: Accounts Payable
P.O. 2453
Seaside, CA 93955

or by FAX to: (831) 883-3755. Unless AMBAG receives a completed Tax Form W-9, payments for services performed under this CONTRACT shall be subject to federal backup withholding.

40. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to AMBAG that CONTRACTOR has and will keep in effect during the term of this Contract all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.
- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to AMBAG for inspection.
- C. CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any AMBAG employee. For breach or violation of this warranty, AMBAG shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

41. FEDERAL AND STATE LOBBYING ACTIVITIES CERTIFICATION (43 CFR PART 18)

By signing this CONTRACT, the CONTRACTOR certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be

paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant, the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees by signing this Contract that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subcontractor(s) shall certify and disclose accordingly.

42. CERTIFICATIONS AND ASSURANCES

- A. CONTRACTOR shall adhere to the requirements contained in AMBAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of AMBAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in AMBAG's OWP. Such requirements shall apply to CONTRACTOR to the same extent as AMBAG and may include, but are not limited to:
1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 2. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and

3. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:
 1. Standard Assurances
 2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 3. Drug Free Work Place Agreement
 4. Intergovernmental Review Assurance
 5. Nondiscrimination Assurance
 6. DBE Assurance
 7. Nondiscrimination on the Basis of Disability
 8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to AMBAG.

44. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The CONTRACTOR, subrecipient, or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or United States Department of Transportation (DOT) assisted contracts or in the administration of AMBAG's DBE Program. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as AMBAG deems appropriate, which may include but is not limited to:
 - 1. Withholding monthly progress payments
 - 2. Assessing sanctions
 - 3. Liquidated damages
 - 4. Disqualifying the contractor from future bidding as non-responsible
- B. The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.
- C. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.
- D. It is the policy of AMBAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. The CONTRACTOR and its Subcontractor(s) shall comply with the requirements of 49 CFR Part 26 and with AMBAG's DBE Program, as amended.
- E. A "DBE Information Form" is attached hereto and incorporated herein by this reference as Exhibit D. Even if no DBE participation will be reported, the CONTRACTOR shall complete and sign such form at the time this Contract is executed
- F. During the period of this Contract, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this Contract, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subcontractor(s) or vendor, and the total dollar amount actually paid each DBE Subcontractor(s) or vendor. Upon completion of the Contract, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by AMBAG.

45. FLOW-DOWN PROVISIONS

Any subcontract entered into that exceeds \$10,000 as a result of this CONTRACT shall contain the following provisions of this Contract:

Section 5 (Coordination/Staffing); Section 7 (Invoicing); Section 9 (Contract Completion Retainer); Section 10 (Satisfactory Performance); Section 12 (Ownership, Confidentiality, and Use of Work Products); Section 13 (Termination); Section 14 (Disputes); Section 18 (Retention of Records/Audits); Section 20 (Indemnification); Section 22 (Statement of Compliance); Section 23 (Federal Changes); Section 24 (Energy Conservation); Section 25 (No Obligation by the Federal Government); Section 26 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 27 (Debarment and Suspension Certification); Section 28 (Contracts Involving Federal Privacy Act Requirements); Section 29 (Insurance/Notification); Section 30 (Conflict of Interest); Section 37 (Independent Contractor); Section 40 (Compliance with Laws, Rules, and Regulations); Section 41 (Federal and State Lobbying Activities Certification (43 CFR Part 18)); Section 42 (Certifications and Assurances); and Section 43 (Cost Principles and Administrative Requirements); Section 44 (Disadvantaged Business Enterprise (DBE)).

46. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Contract may have been drafted by one of the parties to this Contract, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

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

AMBAG:

Signature: _____

Name: Maura F. Twomey

Title: Executive Director

Association of Monterey Bay Area Governments (AMBAG)

Signature: _____

Name: John Freeman

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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

Grant Category	Adaptation Planning Grant
Grant Fiscal Year	FY 2023-24
Project Title	Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework
Organization (Legal name)	Association of Monterey Bay area Governments
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator
Reimbursements/ Invoicing	Does your agency plan to request reimbursement for indirect costs? Yes If yes, what is the estimated indirect cost rate? 120.56% Does your agency plan to use the Tapered Match approach for invoicing purposes? Yes

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2023/24					FY 2024/25					FY 2025/26									
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
01	Project Administration (no more than 5% of total grant funds)	\$33,500.00	\$695	\$0	\$34,195																				
02	Consultant Procurement	\$11,000.00	\$228	\$0	\$11,228																				
1	Vulnerability and Barriers Community Survey of Underserved Communities	\$300,000.00	\$7,435	\$60,000	\$367,435																				
2	Climate Vulnerability Assessment and Risk Analysis of Monterey Bay Electric Vehicle Charging Infrastructure	\$150,000.00	\$3,110	\$0	\$153,110																				
3	Traditional Public outreach	\$30,000.00	\$622	\$0	\$30,622																				
4	Monterey Bay EV CAR Advisory Committee	\$56,000.00	\$1,161	\$0	\$57,161																				
5	Co-Design Strategies for the Monterey Bay EV CAR Framework	\$135,000.00	\$3,204	\$20,000	\$158,204																				
6	Draft and Final Monterey Bay EV CAR Framework	\$30,000.00	\$622	\$0	\$30,622																				
7	Board Approval and Grant Closeout	\$4,500.00	\$94	\$0	\$4,594																				
Totals		\$750,000	\$17,171	\$80,000	\$847,171																				

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only.

Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
X	Use the Fiscal Year 2023-24 template provided
X	Include the activities discussed in the grant application
X	List all tasks using the same title as stated in the Project Cost and Schedule
X	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
X	Exclude sub-task numbers; only include sub-headings
X	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
X	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
X	Include a thorough and accurate narrative description of each task
X	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
X	Include Task 02 for the procurement of a consultant (if needed). This task is for the <u>grantee and sub-recipient(s) only</u> .
X	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
X	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment (excluding technical projects)
X	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
X	Include a summary of next steps your agency will take towards implementing the project in the Final Product
X	List achievable project deliverables for each Task
X	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	Climate Adaptation Planning
Grant Fiscal Year	FY 23-24
Project Title	Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework
Organization (Legal name)	Association of Monterey Bay Area Governments

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The State of California has established numerous ambitious targets to decarbonize the transportation sector, from Executive Order N-79-20 requiring that by 2035 all new light duty and light truck vehicles sold in California be Zero Emissions Vehicles (ZEVs), to ICT regulations requiring that by 2029 all transit agencies only purchase Zero Emission Buses (ZEBs). In order to achieve these goals, our transportation system is undergoing a fast-paced transition away from fossil fuel infrastructure and towards hydrogen and electric vehicle (EV) charging infrastructure. This process presents a new set of vulnerabilities, challenges, and opportunities, especially in the face of a changing climate.

AMBAG will work with a coalition of stakeholders composed of local jurisdictions, Regional Transportation Planning Agencies (RTPAs), transit agencies, special districts, and community-based organizations to create the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework. This collaborative planning effort will create the roadmap we need in the Monterey Bay Area to assess current charging infrastructure vulnerability to climate change and implement strategies to ensure the build-out of EV charging infrastructure increases equity and resiliency in the face of climate change.

AMBAG staff will first work with partners to conduct a deep listening and outreach process with underserved communities to identify local vulnerabilities to climate change, grid instability, community priorities to increase mobility, barriers to EV adoption, and priorities for future infrastructure investment. The goal of this process will be to obtain the community's perspective on the barriers and solutions that can lead to building a network of EV charging stations that is both equitable and resilient to climate change.

Concurrently with this engagement process, AMBAG will hire a consultant that will focus on assessing the vulnerability of existing and planned EV charging infrastructure to grid instability

and climate change events. As highlighted by the recent winter storms, the Monterey Bay Area is vulnerable to a number of climate change risks such as sea level rise, extreme weather, and wildfires. Many of these events disrupt the electric grid, place deep risk on transportation infrastructure, and impact vulnerable communities the most. Because there is currently no coordinated effort to assess the vulnerability of EV charging infrastructure in the Monterey Bay Area, installed EV charging stations are currently exposed to unknown and yet potential catastrophic risk.

Once the vulnerabilities of EV charging infrastructure have been identified, staff will co-design a set of multi-benefit climate adaptation strategies with a broad cross section of partners, including representatives from vulnerable and underserved communities. The strategies will seek to both protect existing EV charging infrastructure and ensure that the ongoing build out of EV charging infrastructure leads to an equitable and resilient transition to a zero emissions transportation future for all. AMBAG will then publish the Monterey Bay EV CAR Framework and continue to build partnerships to implement the framework once the grant has concluded.

Project Stakeholders

Technical consultant services will be used for this project to complete technical analysis, information gathering, prepare graphics, and to assist with public and stakeholder outreach. Local community-based organizations will also be selected through a competitive bid process, to provide equity and outreach consulting services. AMBAG and Ecology Action are partners for the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework and will lead project administration and management, public process facilitation, and stakeholder engagement.

This project will engage the following stakeholders: Caltrans, RTPAs, local transit agencies, local jurisdictions, community-based organizations, members of the public, private employers, Multi-Family Housing (MFH) HOAs and management agencies, and additional private stakeholders, with a focus on meaningful engagement with underserved communities.

The Project team will utilize several opportunities for input and collaboration throughout the term of the project. The summary of project tasks below outlines how identified stakeholders have been engaged thus far, as well as how they will continue to be engaged. A key component of assessing climate vulnerability is to engage with stakeholders who are traditionally underserved since they are often more vulnerable to climate change. This project will have a specific focus on engaging with underserved communities through a number of innovative approaches highlighted in the task summaries below.

Overall Project Objectives

Safety - Safety is the number one priority for all partners involved in the study. This project will consider how innovative EV technologies and operational strategies can improve the safety of the transportation system as it relates to safely meeting transportation needs during climate change induced weather events, and electric grid disruption events.

Multimodalism - Both the State and regional transportation systems will benefit from the multimodal EV related strategies identified by this project. Innovative solutions such as EV ridesharing services or EV vanpooling pose some new climate vulnerability concerns but also resiliency opportunities to our transportation system. The framework will seek to identify the vulnerability and opportunities that exist in the region for these multimodal EV solutions.

Stewardship – This framework represents an important effort for AMBAG, in our commitment to being good stewards and managers of the transportation system in the region. As EV adoption increases, meeting infrastructure needs in ways that prioritize equity and increase resiliency is crucial to our region. By understanding the existing vulnerability of EV charging infrastructure and identifying equity consideration for vulnerable underserved communities, we can better prepare for the transition to an electrified transportation system. Identifying resiliency strategies, and their benefits to communities will allow us to make decisions that maximize equity.

Resiliency - The Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework is entirely focused on improving the resiliency of our transportation system. This includes identifying the vulnerability of existing and planned EV charging infrastructure to a range of climate change impacts including sea level rise, wildfire, heat, flooding, and mudslides. Because the adoption of EV technologies is still in an early stage, this framework will help the region and state develop strategies to ensure that the network of EV charging infrastructure, which will primarily be built over the next 10 years, is deeply resilient to climate change.

Equity - This framework will have a deep focus on equity because EV adoption and EV charging infrastructure in Monterey Bay is unfortunately not equitably distributed. This is largely a result of the rapid emergence of EV technologies, where early adoption has been prioritized, to achieve a minimum level of viability. As we are now transitioning to systemwide adoption of EV technologies it is critical to ensure that traditionally underserved populations, which are often most vulnerable to climate change, are able to achieve similar EV adoption rates, and similar rates of infrastructure investments in their communities. This is a critical component of this effort.

Partnership - This project is organized as a complementary project to a number of partnership projects that are already occurring in the region such as the Central Coast Zero Emissions Vehicle Strategy and the Monterey County Zero emissions shared mobility study as well as the City of Salinas and city of Watsonville Clean Mobility Options Community Transportation Needs Assessment. The project is supported by numerous local jurisdictions, regional transportation agencies, the local air district, the local community choice energy agency, and a number of nonprofits and community-based organizations.

Summary of Project Tasks

For each task, 01-7, indirect costs will be allocated based on staff time spent on each task by using an Indirect Cost Allocation Plan Indirect Cost Rate approved by the California Department of Transportation.

Task 01: Project Administration

AMBAG staff 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. Disadvantaged Business Enterprises (DBE) regulations will be followed in invoices and procurement where appropriate.

Project Administration Kick-off Meeting

- AMBAG will hold a meeting with project partners, including Caltrans, to review the finalized work program, schedule, communication protocols, deliverables, monthly reporting, and tentative meeting dates. The group will define project responsibilities.

Monthly Reporting and Invoicing

- Submit complete monthly invoice packages to Caltrans detailing all work completed during the invoice period.
- Submit monthly reports to Caltrans providing a summary of project progress and grant/local match expenditures.

Task Deliverables
Kick-off agendas, meeting materials, and meeting notes
Monthly progress reports and invoices, DBE reporting (federal grants only)

Task 02: Consultant Procurement and Management

AMBAG and Ecology Action will procure consultants for assistance on the Monterey Bay Electric Vehicle Adaptation and Resiliency Framework, consistent with federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, AMBAG procurement standards, and the executed grant contract between Caltrans and the grantee.

Technical Consultant Procurement

- This task will involve the procurement process to hire a consultant to assist AMBAG (as the lead agency) through the completion of the study. It will also involve development of the Request for Proposals (RFP), including an internal review of the RFP.
- This task will involve coordination between AMBAG and co-applicants, including consultant evaluation, selection, and interview done in partnership.

Community-Based Organization (CBO) Equity and Outreach Consultant Procurement

- This task will involve the procurement process to hire CBO outreach and equity consultants to assist AMBAG and Ecology Action with the vulnerability and barriers community survey of underserved communities, and to participate in task 5. It will involve development of the Request for Proposals (RFP), including an internal review of the RFP.
- This task will involve coordination between AMBAG and co-applicants, including consultant evaluation, selection, and interview done in partnership.

Consultant Management

- AMBAG staff will manage the progress of the technical consultant, provide or request relevant materials as needed, and review and process the consultant's invoices.
- AMBAG staff will work with Ecology Action staff to manage the progress of the CBO equity and outreach consultants, provide or request relevant materials as needed, and review and process the consultant's invoices.
- AMBAG and partners will work with the technical consultant and CBO equity and outreach consultants to define a detailed project work plan. This will include any final adjustments to the scope of work and tasks. This may include considering the extent of data needs, literature review, as well as capabilities to provide alternatives development and technical analysis.

Task Deliverables
Request For Proposals, procurement procedures, proposal scoring material, consultant final contracts, and consultant kick-off meeting notes
Invoices, informational updates
Project Work Plan

Task 1: Vulnerability and Barriers Community Survey of Underserved Communities

Ecology Action will lead an innovative public outreach campaign, conducting a vulnerability and barriers community survey in the underserved communities of the Monterey Bay Area. Outreach will focus on engaging communities around climate vulnerabilities, transportation needs, transition to electric vehicles, and long term EV infrastructure needs. This work will be completed in partnership with the selected CBO equity and outreach consultants, with an emphasis on identifying existing networks and trusted messengers in each community. Bilingual and Bicultural staff will conduct outreach to these majority Spanish-speaking communities.

Develop Outreach Strategy

Ecology Action and the CBO equity and outreach consultant will develop a strategy to reach residents of underserved communities. Strategies will vary for communities throughout the Monterey Bay region and will be based on existing structures that are successfully engaging community members.

Develop Outreach Materials

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

- Hard copy version of community survey
- Posters, fliers, and mailers to promote participation in survey and/or community stakeholder meetings
- Outreach toolkit which could include social media graphics, advertising graphics, and email templates

Vulnerability and Barriers Community Survey

Ecology Action, together with the CBO equity and outreach consultants, will plan and conduct bilingual outreach to learn about transportation barriers and needs especially with a focus on immediate electric vehicle adoption, as well as long term transition to electric vehicles. Possible outreach activities will be based on the outreach strategy and may include:

- Organize small group stakeholder meetings
- Work through existing organizations, groups, and networks to distribute survey link
- Work with community leaders, such as school district board members, and City Council members, to distribute survey link
- Attend existing events to collect survey responses, such as Farmer's Markets, school events, and food distribution events
- Door-to-door canvassing to collect survey responses

In addition to collecting initial survey responses, the outreach team will conduct additional outreach to update community members of key project milestones, utilizing existing meetings and outreach channels wherever possible.

Ecology Action staff with support from the CBO equity and outreach consultants will prepare a vulnerability and barriers community survey memorandum, to summarize all the findings of the different outreach initiatives, and recommendations to center equity and the needs of underserved communities as part of this project.

Task Deliverables
Summary of outreach strategy
Outreach materials
Log of outreach activities
Vulnerability and Barriers Community Survey memorandum

Task 2: Climate Vulnerability Assessment and Risk Analysis of Monterey Bay Electric Vehicle Charging Infrastructure

EV Charging infrastructure Existing Conditions and Future Needs Analysis

AMBAG staff and the technical consultant will review the latest AB 2127 Electric Vehicle Charging Infrastructure Assessment Report, Regional Transportation Plans, transit agency ZEB Rollout Plans, and existing Plans or Studies such as the Central Coast Zero Emissions Vehicle Strategy and the Central Coast Zero Emissions Medium and Heavy duty Vehicle blueprint, as well as other pertinent documents to assess existing conditions of current Level 2 and DCFC fast charging infrastructure network in the Monterey Bay Area, as well as planned improvements, and areas undergoing significant buildout of EV infrastructure.

Grid Disruption and Climate Risk Analysis

AMBAG staff and the technical consultant will first review the 4th and 5th California climate change assessments, the California Climate Adaptation Strategy, California Energy Commission Grid Reliability Assessments, Regional Transportation Plans, local climate adaptation plans, and any other pertinent Plans or Studies. The consultant will then assess grid disruption risks due to increased energy demand, climate change induced extreme weather events, and longer-term climate risks, as well as the short term and long term climate risks that transportation infrastructure in the Monterey Bay Area is exposed to.

Vulnerability Assessment of Existing Charging Infrastructure

Drawing from data and information collected during the EV charging infrastructure existing conditions and future needs analysis as well as the grid disruption and climate risk analysis, AMBAG staff with support from the technical consultant will assess the vulnerability of each existing charging station in the Monterey Bay Area. The result of this analysis will be documented in a memorandum, highlighting the most frequent grid instability and climate change vulnerabilities EV Charging infrastructure in the Monterey Bay Area is exposed to, and a ranking of the most vulnerable infrastructure.

Risk Analysis of the Monterey Bay Area EV charging ecosystem

Taking into account the vulnerability of existing infrastructure, the results of the vulnerability and barriers community survey of underserved communities, and the EV charging infrastructure future needs analysis, AMBAG staff with support from the consultant will perform a risk analysis of the Monterey Bay Area EV charging infrastructure as a holistic system. Key potential failure points, equity issues, chain failure, and emergency scenarios will be considered in order to better understand how vulnerable the network as a whole is to grid disruption and climate induced disasters, and how adequate the current network is to meeting potential future charging needs during emergency conditions. The result of this risk analysis will be documented in a memorandum, highlighting the most significant risks to the Monterey Bay Area EV charging Infrastructure ecosystem.

Task Deliverables
Memorandum #1: Vulnerability assessment of existing EV charging infrastructure
Memorandum #2: Risk analysis of the Monterey Bay Area EV charging infrastructure ecosystem

Task 3: Traditional Public Outreach

The technical consultant and project partners will host public workshops and conduct community engagement activities to inform the creation of the framework.

Community engagement

- Facilitate public engagement with a diverse set of stakeholders including Caltrans, RTPAs, Counties, Cities, members of the public, major employers, etc.
- Conduct a variety of public information, marketing, and communications efforts for communicating the goals and initiatives of the Monterey Bay EV CAR Framework to wide audiences. May include:
 - Centralized website (AMBAG and Ecology Action website)
 - Web-based comment tool database
 - Newsletters and email list
- Conduct public workshops during the development and during the review phase of the draft framework.

Public Comments

- Collect and document public comments which are received regarding the Monterey Bay EV CAR Framework
- Develop presentation materials and staff report for the AMBAG board based on collected public comments.

Task Deliverables
Stakeholder list, public outreach materials and activities such as centralized website, web-based comment tool database, newsletters, etc., and meeting agendas
Public comment summary

Task 4: Monterey Bay EV CAR Advisory Committee

The overall direction of the framework will be informed by the Monterey Bay EV CAR Advisory Committee which will include representatives from regional transportation planning partners, local jurisdictions, utilities, non-profits, and CBOs. The Advisory Committee will meet over the period of the framework development approximately quarterly to guide the direction of the Monterey Bay EV CAR framework. Key discussions will include identifying the role of the Advisory Committee; developing an equitable process for underserved communities to provide input; advising on the challenges to EV adoption in underserved communities; and contributing to content development by providing information on ongoing EV adoption and EV infrastructure work. It is the intent that the Advisory Committee will continue to function after the completion of the framework.

- Form the Monterey Bay EV CAR Advisory Committee and empower stakeholders to influence the framework, its contents, and major recommendations.
- Ensure Committee member represent a range of interests, modes, and communities
- Committee roles
 - Participate in the development of Monterey Bay EV CAR Framework
 - Promote sharing of information between public/private sectors
 - Serve as forum for the discussion of new or ongoing EV climate vulnerability and equity concerns.

Task Deliverables
Agendas, meeting materials, and meeting notes
Materials related to Advisory Committee structure

Task 5: Co-design strategies for the Monterey Bay EV CAR Framework

Relying on guidance and vision from the Monterey Bay EV CAR Advisory Committee as well as both the vulnerability and barriers community survey of underserved communities and the climate vulnerability assessment and risk analysis of Monterey Bay electric vehicle charging infrastructure the technical consultant will work with AMBAG staff, Ecology Action staff, and CBO consultants to co-design strategies to be included in the Monterey Bay EV CAR framework. The Strategies will be specific and actionable, identifying the local land use regulations and authorizations that will need to be obtained in order to implement them. Relevant county, city, and coastal zone land use authorities will be consulted to ensure the strategies are actionable within existing regulatory frameworks.

Administrative Draft

- Considering the public process, stakeholder input, vulnerability and barriers community survey of underserved communities, the vulnerability assessment of existing EV charging infrastructure, and the risk analysis of the Monterey Bay EV charging infrastructure ecosystem the technical consultant will work with the outreach and equity consultant and the Advisory Committee to develop the administrative draft of strategies to address identified barriers and vulnerabilities.

Public Draft

- In coordination with AMBAG staff, the technical consultant will prepare the public draft of the strategies. Stakeholders, the outreach and equity consultant, and the Advisory Committee will then provide feedback on the public draft.

Final Strategies

The consultant will produce the final strategies incorporating all the updates from the draft framework and revised draft framework, in addition to input from the Advisory Committee.

Task Deliverables
Administrative Draft of the Monterey Bay EV CAR strategies
Public Draft with summary of comments
Final Monterey Bay EV CAR Strategies

Task 6: Draft and Final Monterey Bay EV CAR Framework

The consultant will prepare the draft and final Monterey Bay EV CAR Framework.

Administrative Draft

- Considering the public process, stakeholder input, and the vulnerability and barriers community survey of underserved communities, the consultant will begin to develop the first draft of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework. Ecology Action staff and the Monterey Bay EV CAR Advisory Committee will be given the opportunity to provide feedback on the administrative draft.

Public Draft

- In coordination with AMBAG staff, the technical consultant will prepare the revised draft of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency (Monterey Bay EV CAR) Framework. Following completion of the revised draft study, stakeholders, Ecology Action staff, the outreach and equity consultants, members of the public, and the AMBAG board will be given the opportunity to provide feedback.
- The consultant will develop presentation materials and staff reports for the AMBAG board presentation.

Final Framework

The consultant will produce the final Monterey Bay EV CAR Framework, incorporating all the updates from the first draft framework and revised draft framework

Task Deliverables
Administrative Draft of the Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework
Public Draft with summary of comments and presentation materials/staff report summary
Final Monterey Bay Electric Vehicle Climate Adaptation and Resiliency Framework

Task 7: Board Approval and Grant Closeout

AMBAG staff and the consultant will present the framework to the Board of Directors to seek final adoption and direct staff to close out the grant.

Task Deliverables
Board agenda and reports, presentation materials, meeting minutes with board acceptance/approval, and closeout grant documents