CITY OF SANTA MARIA

REQUEST FOR PROPOSALS
No: 2019-01

for

CONSULTANT PROJECT MANAGEMENT SERVICES
FOR
ACTIVE TRANSPORTATION PROGRAM

Issuing Office:
City of Santa Maria
Public Works Department
110 South Pine Street, Suite 221
Santa Maria, CA 93458

RELEASE DATE: February 8, 2019
SUBMIT CLARIFICATIONS: February 22, 2019
PROPOSAL DUE DATE: March 1, 2019
SELECTION: March 4, 2019
PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP)
No. 2019-01

THE CITY OF SANTA MARIA
LOCATED IN SANTA BARBARA COUNTY, CALIFORNIA

INVITES PROPOSALS FOR THE PROJECT
FURTHER DESCRIBED BELOW:

CONSULTANT PROJECT MANAGEMENT SERVICES
FOR
ACTIVE TRANSPORTATION PROGRAM

Proposal packages may be obtained by submitting a request to the email address provided below or by accessing the proposal packet on the City website at http://www.cityofsantamaria.org/city-government/departments/public-works-services/bids-and-proposals. It is the responsibility of the proposer to contact the Project Manager to be added to the List of Proposers.

Requester should include name, company name, street address, telephone, fax, and e-mail address, along with the name of the project.

INTERESTED PARTIES SHALL SUBMIT THREE (3) HARDCOPIES OF THE PROPOSAL.

ALL PROPOSALS MUST BE RECEIVED AT THE CITY BY 4:00 P.M. PDT ON March 1, 2019.

NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE. PROPOSALS WILL REMAIN SEALED AND UNOPENED. PROPOSALS WILL NOT BE PUBLICLY OPENED. ANY PROPOSALS RECEIVED AFTER THIS TIME AND DATE WILL BE RETURNED TO CONSULTANT UNOPENED.

All communications and inquiries shall be submitted in writing via postal mail or email to:

Rodger A. Olds P.E.
City of Santa Maria
Public Works Department
110 South Pine Street, Suite 221
Santa Maria, CA 93454
rolds@cityofsantamaria.org
1. **INTRODUCTION**

The City of Santa Maria (“City”) is requesting proposals from qualified consultants to provide:

**CONSULTANT PROJECT MANAGEMENT SERVICES FOR ACTIVE TRANSPORTATION PROGRAM**

The purpose of this Request for Proposals (“RFP”) is to select a qualified firm or individual to provide comprehensive Consultant Project Management Services in support of the Public Works Department in administration of previously the procured “City of Santa Maria Active Transportation Program Plan” contract. Anticipated duration of this contract is TWO YEARS.

Proposals shall be submitted by firms or individuals that have a capable and demonstrable background in the type of work described in Section 6, “SCOPE OF SERVICES.” In addition, all interested firms or individuals shall have sufficient, readily available resources in the form of trained personnel, support services, equipment, specialized consultants and financial resources to carry out the work without delay or shortcomings.

2. **SUBMITTALS**

Interested parties shall submit three (3) hardcopies of the proposal by:

**March 1, 2019 @ 4:00 PM PDT**

either in person or by mail to the following address:

City of Santa Maria  
Public Works Department  
110 South Pine Street, Suite 101 (USPS)  
110 South Pine Street, Suite 221 (Delivery, i.e., FedEx or UPS)  
Santa Maria, CA 93454

3. **BACKGROUND**

In 2018, the City of Santa Maria (CITY) was awarded a Sustainable Communities Grant in order to prepare the “City of Santa Maria Active Transportation Plan” (SM ATP). The document, when completed, will be used to develop future capital improvement programs, identify available funding sources, and pursue grant funding.
Through a formal procurement process, GHD was deemed to be most qualified consultant and was awarded the contract of complete the work.

Currently, the CITY is seeking to engage the services of a qualified Consultant Project Manager (CONSULTANT) to provide coordination and management of the SM ATP contract with GHD. It is the City’s preference to enter into an agreement with a qualified firm or individual who can provide the complete range of professional services outlined in the Scope of Work.

These services are expected to begin in February 2019 and to be completed by December 2020. Work shall be provided on an as-needed basis and is expected to involve between 160 and 200 hours for the duration of the contact. CITY anticipates that the contract amount will not exceed $30,000.00. The CONSULTANT’S Scope of Services is provided in Section 5 of this RFP.

The Request for Proposal describes the required Qualifications, Scope of Work, Components of the Proposal, City of Santa Maria Contract Requirements, and Consultant Selection Process.

4. **MINIMUM QUALIFICATIONS**

At a minimum, the qualified CONSULTANT must possess:
- Demonstrated public agency management skills
- Comprehensive knowledge of methods and techniques used in the design and development of public works projects, including Bikeways and ATP Plans
- Experience in developing and operating program services that support active transportation
- Experience in facilitating public workshops and coordinating with stakeholders to provide community outreach
- Experience with the unique needs and culture in the City of Santa Maria as it pertains to Bicycle and Active Transportation.
- Familiarity with State, regional, and local planning and policy documents

5. **SCOPE OF SERVICES**

Consultant Project Manager’s services rendered will be those of an independent contractor and not those of an employee or officer of the CITY. The CONSULTANT will work under the direction of the CITY’S designated Staff Project Manager in administration of GHD’s Contract.

In general, the Scope of Services involve:
1. providing diligent and consistent oversight to assure that the project is meeting the established milestones and adhering to requirements in the SW ATP grant. (refer to Attachment 3)

2. proactive and collaborative participation in project team meetings

3. identifying and addressing potential conflicts that may impede progress of the project schedule

4. coordination with community stakeholders

5. representing the CITY at public outreach events, as needed

6. preparing and providing monthly status reports to the CITY, detailing the progress of the project, including Task completion percentages and associated narrative assessment

7. collecting and maintaining records to be incorporated into CITY’S project file

8. Upon completion, CONSULTANT shall:
   - review and recommend acceptance of the SW ATP Plan prepared by GHD.
   - prepare and submit a Final Report to the CITY, verifying that all Tasks contained in the SC ATP Grant have been completed satisfactorily
   - provide a project records file to the CITY

CITY RESPONSIBILITIES:

1. Providing City Project Manager

2. Grant Management, including:
   - reviewing and approving CONSULTANT Invoices
   - preparing and processing Caltrans Quarterly Reports and Reimbursement Requests

3. Providing available materials, as may be needed

4. Setting up and maintaining CITY web page

6. **PROPOSAL SCHEDULE**

A tentative schedule for this project is illustrated below:
7. PROPOSAL FORMAT

Proposers should prepare a straightforward, concise letter proposal that specifically relates to the project.

To maintain uniformity in the evaluation process, proposals shall be limited to a maximum of ten (10) pages on double-sided, 8½” x 11” paper (11” x 17” sheets for charts and graphics are acceptable). Text font (Arial, Tahoma, or similar) shall not be smaller than size 10. Transmittal letter, table of contents, front and back covers, section dividers (if used); and résumés are excluded from the page count.

The organization of the proposal shall follow the outline below:

A. Transmittal Letter

Include the name, title, address, phone number, and email of the consultant’s project manager and the name, title, address, phone number, email, and original signature of the individual with authority to negotiate on behalf of and to contractually bind the consulting firm, and who may be contacted during the period of proposal evaluation.

B. Project Understanding and Work Plan

Provide an understanding of the services to be provided and describe firm’s ability to meet the time schedule, financial responsibility, and technical ability.

C. Relevant Work Experience

Demonstrate firm’s and sub-consultant's (if applicable) experience in developing similar projects, including key issues of previous projects of a similar nature and experience dealing with issues that may set the firm apart from others.

Describe nature and outcome of projects previously conducted by the firm related to the services required under this RFP. Descriptions should include
client contact names, address, phone numbers, descriptions of the type of work performed, and approximate dates for which the work was completed.

D. Proposed Team, Organization Chart, and Staff Résumés

Describe qualifications and experience of each professional staff member (prime and sub-consultant) who shall participate in the work for the project.

Include an organizational chart that provides a visual overview of the team’s management structure and key personnel for the execution of the scope of work and delivery of services/products. Indicate the proposed project manager and other key personnel (project staff) of the firm, along with a brief description of their respective roles and/or responsibilities.

Include résumés of personnel (prime and sub-consultant) critical to providing the required services.

E. Schedule of Costs

Submit a detailed Schedule of Costs that includes hourly rates and expense fees.

F. Certificate of Insurance

Include Certificate of Insurance carried by the firm, containing the insurance carrier, its A.M. best ratings scope of coverage and limits, deductibles, and self-insured retention.

Minimum scope of insurance shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury; (ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9); (iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (iv) Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability.

Minimum limits shall be no less than: (i) General Liability $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general
aggregate limit shall be twice the required occurrence limit; (ii) Automobile Liability $1,000,000 per accident for bodily injury and property damage; (iii) Workers’ Compensation: Statutory limits; (iv) Employer’s Liability $1,000,000 per accident for bodily injury or disease; (v) Errors and Omissions Liability $1,000,000 per occurrence or claim, $2,000,000 aggregate.

G. Request for Taxpayer Identification Number and Certification

Include a completed and signed Form W-9 Request for Taxpayer Identification Number and Certification with your Proposal.

H. City Business License

Consultant must have a valid City of Santa Maria Business License prior to execution of the contract.

8. METHOD AND CRITERIA FOR SELECTION

A selection committee will evaluate each proposal and rank proposals based on the technical information, qualifications, and a check of references provided in the proposal based on specific criteria (Attachment 1).

9. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal(s) and negotiate an agreement as to the scope of services, the schedule for performance, duration of the services with the consultant(s) whose proposal(s) is/are most responsive to the needs of the City, and compensation for services. The City reserves the right to further negotiate any aspect of an agreement.

Proposals shall be prepared and submitted in accordance with provisions of the RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any minor defects or irregularities in a proposal. The City may deem a proposal nonresponsive if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing. Additionally, the City reserves the right to reject any and all proposals. The City may, for any reason, decide not to award the agreement(s) as a result of this RFP.

If subsequent selection opportunities are issued, the City is under no obligation to advise any respondent to this RFP, although it is the City’s intent to notify all qualified respondents of any such plans.

10. RIGHT TO CHANGE OR AMEND REQUEST
The City reserves the right to change the terms and conditions of this RFP. The City will notify all proposers initially provided this RFP of any material changes via addendum by United States Postal Mail or by electronic method via email. No one is authorized to amend any RFP requirements in any respect by an oral statement, or to make any representation or interpretation in conflict with these provisions.

11. AGREEMENT FOR PROFESSIONAL SERVICES

Proposers should review the associated sample of the City’s standard Agreement for Professional Services (Attachment 2). The Agreement assumes the City finds a Consultant that meets City needs and enters into an Agreement for Professional Services with that consultant. Interested parties need not propose if they find the City’s standard form unacceptable.

12. DISCLAIMERS

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

All costs incurred during proposal preparation or in any way associated with the applicant’s preparations, submission, presentation or oral interview shall be the sole responsibility of the applicant.

The City retains sole authority and discretion to evaluate submissions in response to the RFP and may enter into negotiations with the applicant the City deems to be most qualified.

Receipt of proposals in response to this RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any and all proposals, wholly or in part, at any time, without penalty. The city shall retain the right to abandon the selection process at any time prior to the actual execution of a contract, and the City shall bear no financial or other responsibility in the event of such abandonment. The city reserves the right to negotiate all final terms and conditions of any agreements entered into.

If, at any point, the first-ranked consultant declines to proceed, the City may, at its own discretion, enter into an agreement with the second-ranked consultant, and so on.
ATTACHMENT 1
Criteria for Selection

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrated ability to meet timelines</td>
<td>10</td>
</tr>
<tr>
<td>Demonstrated technical ability</td>
<td>10</td>
</tr>
<tr>
<td>Demonstrated knowledge of Santa Maria Bicycle and Active Transportation needs.</td>
<td>35</td>
</tr>
<tr>
<td>Experience with similar kinds of work</td>
<td>25</td>
</tr>
<tr>
<td>Understanding of work to be done</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>
ATTACHMENT 2
Sample Agreement for Professional Services

CONTINUED ON NEXT PAGE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on X, X, X by and between X, a California Corporation ("Consultant"), and the City of Santa Maria, a California Municipal Corporation and charter city, in Santa Maria, California ("City"), based on the following recitals:

WHEREAS, the City has determined X ("the Project") involves performance of professional and technical services of a temporary nature; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has selected the Consultant based on their submitted proposal, and based on the Consultant's qualifications to perform the Project, including X; and

WHEREAS, the City has determined the Consultant rates were fair and reasonable compared to other firms performing similar professional and technical services; and

WHEREAS, the City has requested the Consultant perform the services for the Project; and

WHEREAS, the Consultant is registered or licensed in California to perform professional and technical services for the Project.

NOW, THEREFORE, IT IS AGREED:

1. Recitals true. The above recitals are true.

2. General.
   2.01 Term and Termination. The term of this Agreement is X, beginning on the first date written above and ending on X. This Agreement may be extended by mutual consent of the parties. This Agreement may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective fourteen (14) days after deposit of notice as specified in this Agreement.
   2.02 Services to be Performed. The Consultant shall determine the method, details and means of providing services for the Project. The Consultant agrees to perform the specific services listed in Exhibit "A".
   2.03 City's Duties. The City's duties under this Agreement are to cooperate with the Consultant in the performance of the Agreement and timely pay invoices.
   2.04 Payment. Payment terms under this Agreement are listed in Exhibit "B".
   2.05 Insurance. The Consultant shall provide insurance as listed in Exhibit "C".
   2.06 Map. Real property subject to this Agreement is shown on Exhibit "D".
   2.07 Exhibits. Exhibits "A", "B", and "C", and "D" are attached and incorporated.
3. Consultant’s Obligations

3.01 Minimum Amount of Service. The Consultant shall devote sufficient time to perform services under this Agreement efficiently and effectively. The Consultant may represent, perform services for and be employed by additional individuals or entities, in the Consultant’s sole discretion, as long as the performance of these extracontractual services does not interfere with or present a conflict with the City’s business.

3.02 Tools and Equipment. Except as otherwise stated in this Agreement, the Consultant will supply all tools and equipment necessary to perform this Agreement.

3.03 Status. The Consultant (including its employees) is an independent Consultant. No employer/employee relationship exists between the Consultant and the City. The Consultant’s assigned personnel shall not be entitled to any benefits payable to employees of City. The City is not required to make any deductions or withholdings from the compensation payable to Consultant under this Agreement.

3.04 Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this Agreement. The provisions of this section are not limited by the provisions of the section relating to insurance.

4. Miscellaneous

4.01 Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the City and a representative of the Consultant, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

City:
Shad Springer
City of Santa Maria
Utilities Department
2065 East Main Street
Santa Maria, CA 93454

Consultant:

If the designated Representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this Agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02 Compliance With Laws. The Consultant shall comply with all laws, including but not limited to the rules and policies of the City, in performing this Agreement.
4.03 Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

4.04 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

4.05 Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06 Warranty of authority. Each person signing this Agreement on behalf of a party warrants that he or she has authority to do so.

4.07 No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08 Severability. The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09 Submittals. In addition to any other submittals required by this Agreement, Consultant shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. If applicable, the Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director’s determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the date first written above.

“Consultant”
[INSERT NAME]

“City”
CITY OF SANTA MARIA

NAME
Title

SHAD S. SPRINGER, P.E., MPA
Director of Utilities

NAME
Title

APPROVED AS TO FORM
GILBERT A. TRUJILLO
CITY ATTORNEY

By:
ASSISTANT CITY ATTORNEY
EXHIBIT “A”
SERVICES TO BE PROVIDED

The Project shall consist of, and is further described as follows:

X
EXHIBIT “B”
PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of X ($X) in fees for above listed tasks based on the rate schedule that follows:

X

TOTAL NOT-TO-EXCEED COSTS: $X

The City reserves the right to withhold any amount if unsatisfied with the service the Consultant provides.

II. Invoice Procedure

The Consultant's bills shall be substantiated by appropriate documentation, and include an itemized listing of personnel, sub-consultants, and other direct costs incurred.
EXHIBIT “C”
INSURANCE

The 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 the Consultant, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

1) Minimum Scope of Insurance
   a) Coverage shall be at least as broad as:
      i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
      ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
      iii) Workers’ Compensation insurance as required by the State of California and Employer’s Liability insurance.
      iv) Errors and Omissions liability insurance appropriate to the Consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

2) Minimum Limits of Insurance
   a) Consultant shall maintain limits no less than:
      i) General Liability - $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii) Automobile Liability - $1,000,000 per accident for bodily injury and property damage.
      iv) Employer’s Liability - $1,000,000 per accident for bodily injury or disease.
      v) Errors and Omissions Liability - $1,000,000 per occurrence or claim, $2,000,000 aggregate.

3) Self-insured Retentions
   Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4) Other Insurance Provisions
   a) The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
      i) The City of Santa Maria, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General
liability coverage can be provided in the form or an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).

ii) For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

iv) The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v) If any of the required policies provide claims-made coverage:
   1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
   2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
   3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

5) Acceptability of Insurers
   Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

6) Verification of Coverage
   a) The Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause.
   b) All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.
   c) The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

7) Special Risks or Circumstances
   The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
ATTACHMENT 3

GRANT AGREEMENT

Attached per Separate Document
SUSTAINABLE COMMUNITIES
GRANTS (STATE – SB 1)

RESTRICTED GRANT
AGREEMENT

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS, and the City of Santa Maria, hereinafter referred to as AGENCY, will commence on October 1, 2018, or upon approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by CALTRANS. AGENCY shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the CALTRANS Contract Manager. This RGA shall expire on February 28, 2021.

RECITALS

1. Under this RGA, and pursuant to Budget Act Line Item 2660-102-3290, CALTRANS intends to convey State restricted grant funds to AGENCY, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY under the terms, covenants and conditions of this RGA.

2. CALTRANS and AGENCY intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

NOW, THEREFORE, based upon the terms, covenants and conditions of this RGA, the parties agree as follows:

SECTION I

AGENCY AGREES:

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

SECTION II

CALTRANS AGREES:

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

IT IS MUTUALLY AGREED:

1. Under this RGA, CALTRANS will convey State grant restricted funds to AGENCY, pursuant to Budget Act Line Item 2660-102-3290, and AGENCY will conduct transportation studies and planning within the project area described in Attachment II. The funds subject to this RGA must be (a) identified as available for a restricted grant in CALTRANS’s budget and (b) for the purpose of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.

2. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution (Attachment I), Scope of Work and Project timeline (Attachment II), and Grant Application Guide, available at: http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html, and funds may only be used for costs and expenses that are directly related to such purpose.

3. AGENCY shall perform all the duties and obligations described in the “Santa Maria Active Transportation Plan,” hereinafter the Project, subject to the terms and conditions of this RGA. The Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as Attachment II.

4. The resolution authorizing AGENCY to execute this RGA pertaining to the above described Project is attached hereto as Attachment I.

5. All services performed by AGENCY pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable CALTRANS policies and procedures, and all applicable CALTRANS published manuals, including, but not limited to, the Grant Application Guide.

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

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

<table>
<thead>
<tr>
<th>FUND TITLE</th>
<th>FUND SOURCE</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Maintenance and</td>
<td>State (SB-1)</td>
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<tr>
<td>Rehabilitation Account (RMRA)</td>
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<td></td>
</tr>
<tr>
<td>LOCAL MATCH</td>
<td>Agency Provided</td>
<td>$48,300.00</td>
</tr>
<tr>
<td>Total Project Costs</td>
<td></td>
<td>$345,000.00</td>
</tr>
</tbody>
</table>

No in-kind contributions may be made unless the amount and type of the contribution is identified above.


8. Notification of Parties

   a. AGENCY’s Project Managers for PROJECT is Steven Khan.

   b. CALTRANS’s Contract Manager is Hana Mengsteab. “Contract Manager” as used herein includes his/her designee.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   City of Santa Maria
   Attention: Steven Kahn, Grantee Project Manager
   Phone Number: (805) 925-0951
   Email: skahn@cityofsantamaria.org
   110 S. Pine Street, Suite 221
   Santa Maria, CA 93458

   California Department of Transportation
   District 5, Planning
   Attention: Hana Mengsteab, Contract Manager
   Phone Number: (805) 549-3130
   Email: Hana.Mengsteab@dot.ca.gov
   50 Higuera Street
   San Luis Obispo, CA 93401

9. Period of Performance

   a. Reimbursable work under this RGA shall begin no earlier than on **October 1, 2018**, following the written approval of CALTRANS and AGENCY’s receipt of the Notice to Proceed letter of this RGA by the CALTRANS Contract Manager, and will expire on **February 28, 2021**.
b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS** Contract Manager.

10. **Changes in Terms/Amendments**

   This RGA may only be amended or modified by mutual written agreement of the parties.

11. **Cost Limitation**

   a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed $296,700.00.

   b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

12. **Termination**

   a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.

   b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.

   c. **AGENCY** has sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

13. **Budget Contingency Clause**

   a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this Agreement and **AGENCY** shall not be obligated to perform any provisions of this RGA.

   b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either
terminate this Agreement with no liability occurring to CALTRANS, or offer a RGA Amendment to AGENCY to reflect the reduced amount.

14. Payment and Invoicing

a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this Agreement and in the performance of the Project Work. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in Section III – Cost Principles, Item 16.d. The total cost shall not exceed the cost reimbursement limitation set forth in Section III – Cost Limitations, Item 11.a. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment II without an amendment to this RGA, as agreed between CALTRANS and AGENCY.

b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in accordance with the provisions of this Agreement and in the performance of the Project Work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.

c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub- recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm Also see website for summary of travel reimbursement rules.

d. AGENCY shall submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in Attachment II to the satisfaction of the CALTRANS Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the CALTRANS Contract Manager at the following address, as stated in Section III – Notification of Parties, Item 8.c.

e. Invoices shall include the following information:

1) Names of the AGENCY personnel performing work
2) Dates and times of Project Work
3) Locations of Project Work
4) Itemized costs as set forth in Attachment II, including identification of each
employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.

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

f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III – Termination, Item 12**.

g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, and submit the Project’s Final Product(s) as defined in **Attachment II** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

15. **Local Match Funds**

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.

b. Local cash and in-kind match requirements can be found at: [http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html](http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html), Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of
16. **Cost Principles**

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: [http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm](http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm).

e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety except for section c, above.

17. **Americans with Disabilities Act**

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
18. Indemnification

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

19. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the AGENCY, its contractors, its sub-recipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. AGENCY shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.

c. AGENCY shall permit access by representatives of the Department of Fair Employment and Housing and CALTRANS upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause.

d. AGENCY and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in
20. Retention of Records/Audits

a. AGENCY, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this RGA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY’s external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and AGENCY law in connection with the performance of AGENCY’s contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY’s sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this RGA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

d. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment
Practices and Housing Commission, or any other agency of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

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

21. Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be the CALTRANS’s final decision regarding the dispute.

b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the RGA.

22. Third-Party Contracts

a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by CALTRANS Contract Manager unless expressly included (sub-recipient identified) in Attachment II as part of the identified Project work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures comply with the local AGENCY’s laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the AGENCY endeavor to obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found and the following link: http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to AGENCY’s sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.
d. CALTRANS does not have a contractual relationship with the AGENCY’s sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs. AGENCY shall retain all receipts for such purchases or services and shall submit them with invoices per Section III, Item 14e.4, above.

f. Any contract entered into by AGENCY as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to sub-recipients, contractors and subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the sub-recipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section III, Item 14c, above.

23. Drug-Free Workplace Certification

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by GC Section 8355(a)(2)) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.
2) The person’s or organization’s policy of maintaining a Drug-Free workplace;
3) Any available counseling, rehabilitation, and employee assistance programs.
4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by GC Section 8355(a)(3), that every employee who works on the proposed contract or grant:

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

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

24. Relationship of Parties

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

25. State-Owned Data

a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify the CALTRANS Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the AGENCY Information Security Officer, and the AGENCY Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

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

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

27. **Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if **AGENCY** generates four (4) cubic yards of organic waste per week the **AGENCY** shall arrange for organic waste recycling services. “Organic waste” means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in food.

The **AGENCY** shall take at least one of the following actions:

1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.

2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.

3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.
When applicable, **AGENCY** must comply with these provisions.

### 28. Project Close Out/Final Product

a. **AGENCY** will provide two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

### 29. Ownership of Proprietary Property

a. **Definitions**

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

2) **Work Product**: All deliverables created or produced from **Work** under this Agreement including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this Agreement. “**Work Product**” includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY** and/or **AGENCY**’s contractor, subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY**’s contractor, subcontractor and/or sub-recipient and/or the **AGENCY**’s contractor, subcontractor and/or sub-recipient’s employees with one or more employees of **CALTRANS**, during the term of this Agreement and in performance of any **Work** under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of **Work** issued under this Agreement.

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

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

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

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

c. **INVENTIONS**

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

d. **ADDITIONAL PROVISIONS**

1) **Avoidance of infringement**: In performing services under this Agreement, AGENCY and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If AGENCY or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, AGENCY or its employees shall immediately notify CALTRANS in writing.

2) **Pre-existing Works and License**: AGENCY acknowledges that all Work Product shall be the sole and exclusive property of CALTRANS, except that any Pre-existing Works created by AGENCY and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by AGENCY or such parties. AGENCY agrees to notify CALTRANS in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to CALTRANS a non-exclusive, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.

3) **Contractors, Subcontractors, and Sub-recipients**: Through contract with its sub-recipients, contractors, and subcontractors, AGENCY shall affirmatively bind by contract all of its contractors, subcontractors, sub-recipients, and service vendors (hereinafter “AGENCY’s Contractor/Subcontractor/Sub-recipient”) providing services under this Agreement to conform to the provisions of this Exhibit. In performing services under this Agreement, AGENCY’s Contractor/Subcontractor/Sub-recipient shall agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If AGENCY’s Contractor/Subcontractor/Sub-recipient becomes aware of any such possible infringement in the course of performing any Work under this Agreement, AGENCY’s Contractor/Subcontractor/Sub-recipient shall immediately notify the AGENCY in writing, and AGENCY shall then immediately notify CALTRANS in writing.
e. **OWNERSHIP OF DATA**

1) Upon completion of all Work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in CALTRANS and no further agreement will be necessary to transfer ownership to CALTRANS. The AGENCY shall furnish CALTRANS all necessary copies of data needed to complete the review and approval process.

2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

3) AGENCY is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by CALTRANS of the machine readable information and data provided by AGENCY under this Agreement; further, AGENCY is not liable for claims, liabilities or losses arising out of, or connected with, any use by CALTRANS of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by AGENCY.

4) Any sub-agreement in excess of $25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.
SECTION IV

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

I. AGENCY Resolution
II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:          
Printed Name:  Carla Brizeno  
Title:  Contract Officer  
Date:  9/5/18

CITY OF SANTA MARIA

By:          
Printed Name:  STEVEN B. KAHN  
Title:  DIRECTOR OF PUBLIC WORKS  
Date:  AUGUST 30, 2018

By:
Printed Name:  
Title:  
Date:  

By:
Printed Name:  
Title:  
Date:  

By:
Printed Name:  
Title:  
Date:  

RESOLUTION NO. 2018-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA, CALIFORNIA AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ENTER INTO A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) TO RECEIVE SB 1 SUSTAINABLE TRANSPORTATION GRANT FUNDING FOR THE SANTA MARIA ACTIVE TRANSPORTATION PLAN

WHEREAS, the City of Santa Maria applied to Caltrans for a grant for the Santa Maria Active Transportation Program under the Sustainable Transportation Planning Grant Program; and

WHEREAS, Caltrans awarded $296,700 in SB 1 grant funding to the City for the Project; and

WHEREAS, Caltrans requires that the City adopt a Resolution prior to August 15, 2018, designating a representative to enter into a grant agreement in order to receive grant funding for the Project; and

WHEREAS, the City has budgeted funds in Fiscal Year 2018-2019 for this grant and the required local match; and

WHEREAS, upon execution of the Resolution, the City and Caltrans will enter into a grant agreement to receive $296,700 for the Project.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California, as follows:

1. Authorize and direct the Director of Public Works to enter into a grant agreement with Caltrans in order to receive Sustainable Transportation Planning Grant funding for the Project.

2. Authorize the Director of Public Works, or his designee, to enter into extensions or modifications to the grant agreement with Caltrans, consistent with the terms of the grant agreement contract, in order to carry out the Project.

3. The Chief Deputy City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the Chief Deputy City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

///

///
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held this 17th day of July 2018.

/s/ ALICE M. PATINO

Mayor

ATTEST:

/s/ RHONDA M. GARLETZ, CMC

Chief Deputy City Clerk

APPROVED AS TO FORM:

署名

City Attorney

APPROVED AS TO CONTENT:

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Department Head

City Manager
STATE OF CALIFORNIA       )
COUNTY OF SANTA BARBARA ) ss.
CITY OF SANTA MARIA       )

I, M. BETH CLEARY, Deputy City Clerk of the City of Santa Maria and ex officio Clerk of the City Council DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 2018-97 which was duly and regularly introduced and adopted by said City Council at a regular meeting held July 17, 2018, and carried on the following vote:

AYES:  Councilmembers Boysen, Moats, Waterfield, and Mayor Patino.

NOES:  None.

ABSENT: Councilmember Cordero.

ABSTAINED: None.

Deputy City Clerk
of the City of Santa Maria and
ex officio Clerk of the City Council
SCOPE OF WORK: City of Santa Maria Active Transportation Plan

INTRODUCTION:

The project area includes the incorporated city of Santa Maria (Figure 2). As of 2016, Santa Maria’s population was 103,642. Of these residents, 21% live below the poverty level, 73% are Hispanic or Latino, and over 73% speak Spanish at home. The city has a median California Health Disadvantage Index (HDI) score in the 68th percentile, exceeding the 50th percentile threshold for this program. As shown in Figure 3, six of the city’s 15 census tracts (representing over 36,381 people or 40% of the City’s residents) are ranked severely disadvantaged, defined by an overall HDI score in the top 25 percentile.

The City of Santa Maria Active Transportation Plan (ATP) will facilitate the design and implementation of a connected bicycle and pedestrian network that will provide safe, affordable, and accessible transportation alternatives for the city of Santa Maria, including its disadvantaged communities. The ATP will also promote a more sustainable and equitable community by improving mobility and access, while reducing greenhouse gas emissions and improving air quality and public health.

The ATP will analyze current conditions, seek input from the public and stakeholders to fully understand existing and future transportation needs, and recommend projects and programs strategic to creating a healthier and more vibrant Santa Maria. This plan will be crafted to enable swift implementation in order to achieve citywide connectivity and pedestrian and bicycle facilities including safer routes to area schools.

RESPONSIBLE PARTIES:
The City of Santa Maria will implement the scope of work with the assistance of a consulting firm. The City will solicit Request for Proposals (RFP) from consulting firms, and the proper procurement procedures will be followed through a competitive RFP process. City staff anticipates that the estimated costs will not differ substantially as to not exceed the requested grant amount.

OVERALL PROJECT OBJECTIVES:
- Decrease vehicle miles traveled by increasing the proportion of trips accomplished by biking and walking
- Improve the safety and mobility of pedestrians and bicyclists of all ages and abilities
- Support the active transportation efforts of the region to achieve greenhouse gas reduction targets
- Improve public health outcomes, especially for residents living in areas identified as a disadvantaged community
- Ensure that disadvantaged communities fully share in the benefits of the program

1. Project Initiation

Task 1.1 Project Kick-off Meeting with Caltrans
The City will 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. Meeting summary will be documented.

- Responsible Party: City of Santa Maria

Task 1.2 RFP for Consultant Services
The City will complete a RFP process for the selection of a consultant using the proper procurement procedures.
Task 1.3 Project Coordination
The City will hold monthly face-to-face meetings and bi-weekly check-in calls with consultants to ensure good communication on upcoming tasks and to confirm the project deliverables are on schedule and within budget. Caltrans staff will be invited to the project team meetings and check-in calls. Meeting summary will be documented.

Task 1.4 Project Kick-off Meeting with Consultant
Once the consultant team has been procured, the City and consultants will hold a kick-off meeting to discuss project management, goals and objectives, and other relevant project information. Meeting summary will be documented.

Task 2.1 Project Webpage
Prepare project webpage (English and Spanish) to be added to the City’s website to encourage community engagement. The webpage will provide information regarding the Plan on the City website, including dates of outreach meetings, draft documents, and feedback opportunities.

Task 2.2 Advisory Group Meetings
Facilitate up to six advisory group meetings with various City staff and community stakeholders, including environmental justice groups, throughout the planning process. Advisory groups meetings will provide targeted outreach to gather feedback from disadvantaged and hard-to-reach communities that rely on active transportation. Various bilingual staff will be available at these meetings to provide English/Spanish translation. A summary will be produced for each stakeholder meeting.

Task 2.3 “Pop-Up” Events
People live increasingly busy lives, and fewer people have the opportunity to attend conventional public meetings. To make it easier for people to learn about the project and provide input, the consultant will set up pop-up exhibits at local events or destinations in target neighborhoods. The consultant will facilitate four bi-lingual (English and Spanish) pop-up events that will present key information on the planning effort and allow participants to share information and feedback. These events will be strategically timed and located to capture input from community members, with a focus on directly engaging members of minority and low-income populations. All event materials
will be provided in English and Spanish. Visual aids will also be provided. A summary will be produced for each pop-up event.

- **Responsible Party:** City of Santa Maria and Consultant

**Task 2.4 Community Survey**

The community survey will be a critical tool to understanding the active transportation needs of current bicyclists and pedestrians, as well as barriers for those who do not currently use these modes of transportation. The survey will also provide important information regarding the common origins and destinations of current bicyclists and pedestrians and will provide an opportunity for them to express their wants, needs, and concerns regarding the active transportation network.

The survey will be conducted in several ways: online and at pop-up events, advisory group meetings, and open house meetings. Information regarding the availability of the survey will also be announced at City Council and Planning Commission meetings, on the public broadcast station, and in the local newspaper.

- **Responsible Party:** City of Santa Maria and Consultant

**Task 2.5 Community Open House Meetings**

Two public open houses are planned for community outreach to give the community members an opportunity to discuss their needs and ideas for the ATP. One open house will be scheduled to review and discuss existing conditions and needs. The second will be held to review the proposed programs of projects. Visual aids will be provided at the meetings. Open houses will have bilingual staff available to facilitate translation of English and Spanish.

**Responsible Party:** City of Santa Maria and Consultant

**Task 2.6 Publicity**

This project will include an innovative outreach campaign that empowers community members. The messaging and format of this outreach campaign will be informed by input from the Advisory Group. In order to reach a broad audience, announcements, flyers, posters, and digital marketing materials will be coordinated in advance of all outreach events, surveys, and release of the draft ATP. Promotional materials will be produced in Spanish and English.

**Responsible Party:** City of Santa Maria and Consultant

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**3. Existing Conditions Analysis**

**Task 3.1 State, Regional, and Local Agency Plan/Policy Review**

Review relevant state, regional, and local agency planning and policy documents, including but not limited to, the California’s Streets and Highways Code; California Transportation Plan 2040; Toward an Active California: State Bicycle and Pedestrian Plan; SBCAG’s Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Active Transportation
Plan; and other documents pertaining to Complete Streets, Smart Mobility, and Sustainable Communities planning efforts. This task also includes the review of the following existing city plans and documents that will be updated and integrated into a single ATP: 2009 Bikeway Master Plan, ADA Program, Safe Routes to Schools Plan, and Pedestrian Safety Assessment. The ATP will also compliment and be coordinated with the City’s Downtown Streetscape Plan. This review will ensure that the ATP will be consistent with and support existing state, regional, and local plans, policies, and programs.

- **Responsible Party:** Consultant

**Task 3.2 Existing Infrastructure/Facilities Inventory and Mapping**
Identify and map the existing bicycle and pedestrian infrastructure and facilities throughout the city, including Class I, II, and III bikeways, sidewalks, paths, bicycle storage racks and lockers, crosswalks, ADA ramps, and safe routes to schools.

- **Responsible Party:** Consultant

**Task 3.3 City-wide Origins and Destinations Analysis and Mapping**
Identify key origins and destinations throughout the city. Prepare a map of land use settlement patterns, such as locations of residential neighborhoods, schools, hospitals, elder care facilities, major employers, shopping centers, etc.

- **Responsible Party:** Consultant

**Task 3.4 Existing Intermodal Connections Inventory and Mapping**
Prepare a map and description of existing transit stops and stations for intermodal connectivity.

- **Responsible Party:** Consultant

**Task 3.5 Accidents and Safety Analysis and Mapping**
Obtain and map the location of bicycle and pedestrian collision reports from the Statewide Integrated Traffic Records System (SWITRS). Also identify existing bicycle and pedestrian safety and education programs within the city.

- **Responsible Party:** Consultant

**Task 3.6 Needs Analysis**
Compile information and data from Tasks 2.1 through 2.4 and 3.1 through 3.5 and evaluate the City’s active transportation needs. Identify key needs that will be addressed in the ATP.

- **Responsible Party:** Consultant

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* “Report description” indicates that the documentation will be included in the ATP.*
4. Policy Framework and Best Practices

Task 4.1 Goals, Objectives, Policies, and Performance Measures
Develop goals, objectives, policies, and performance metrics for the ATP. This task will set forth the foundation of the ATP by establishing its context within which proposed projects will be prioritized for implementation and performance toward plan goals will be monitored. Performance measures will be quantifiable standards. This task will incorporate community input to ensure that the values and needs of the community are reflected in the ATP.

- **Responsible Party:** Consultant

Task 4.2 Best Practices – Design Elements Toolbox
Develop a menu of best practices for Complete Streets and other design elements that may be incorporated in future roadway projects, drawing on the Caltrans Complete Streets Toolbox and Smart Mobility Framework.

- **Responsible Party:** Consultant

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5. Proposed Network and Projects

Task 5.1 Proposed Bicycle Program of Projects
Design and map the proposed bicycle network, including support facilities. This includes development of a complete and detailed list of future projects (Program of Projects) that will be prioritized for implementation (further described under Task 6). Each project will include a brief project description, including project specific information and potential constraints, such as right-of-way acquisition, itemized preliminary cost estimate, and the City Council District in which the project is located. A schematic design overlaid on recent aerial photography will also be included. Use information from previous tasks and coordination with the Planning and Public Works departments to determine appropriate locations and the extent of the network and facilities. Incorporate consideration of multi-modal connections.

- **Responsible Party:** Consultant

Task 5.2 Proposed Pedestrian Program of Projects
Design and map the proposed pedestrian network, including support facilities. This includes development of a complete list of future projects (Program of Projects) that will be prioritized for implementation (further described under Task 6). Each project listed will include a brief project description, including project specific information and potential constraints, such as right-of-way acquisition, itemized preliminary cost estimate, and the City Council District in which the project is located. A schematic design overlaid on recent aerial photography will also be included. Use information from previous tasks and coordination with the Planning and Public Works departments to determine appropriate locations and the extent of the network and facilities. Incorporate consideration of multi-modal connections.

- **Responsible Party:** Consultant
Task 5.3 Proposed ADA Program of Projects
Using the inventory of corners where ADA ramps are currently missing, develop a priority list based on metrics established by consultant and City staff. This includes development of a complete list of future projects (Program of Projects) that will be prioritized for implementation (further described under Task 6). Develop and map a program of projects to bring these facilities up to current ADA standards.

- **Responsible Party:** Consultant

Task 5.4 Safe Routes to Schools Program of Projects
Identify and map potential improvements to City infrastructure to support Safe Routes to Schools throughout the city. This includes development of a complete list of future projects (Program of Projects) that will be prioritized for implementation (further described under Task 6). Each project listed will include a brief project description, including project specific information and potential constraints, such as right-of-way acquisition, itemized preliminary cost estimate, and the City Council District in which the project is located. A schematic design overlaid on recent aerial photography will also be included.

- **Responsible Party:** Consultant

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6. Implementation and Financing Plan

Task 6.1 Project Prioritization
Develop criteria to prioritize each program of projects developed as part of Tasks 5.1 through 5.4. Projects will be assigned levels of priority to help the City achieve maximum effectiveness of the bicycle, pedestrian, ADA, and Safe Routes to Schools networks over time. Develop a short-term attainable program of projects to be accomplished in current City two-year budget. Also develop a longer term program of projects that may require formal design, right-of-way acquisition, or other “greater” type of effort or dedication of resources.

- **Responsible Party:** Consultant

Task 6.2 Funding Sources and Strategies
Describe past expenditures for bicycle facilities and identify the costs associated with implementation of the ATP, as well as any other future financial needs for maintenance and operation. Identify and discuss future funding sources and strategies for obtaining funding.

Review all of the Program of Projects developed and identify a recommended list of projects most likely to score well for competitive grant programs.

- **Responsible Party:** Consultant

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7. Active Transportation Plan

Task 7.1 Administrative Draft ATP
Incorporate study surveys, maps, policy framework, implementation, and financing plans, and coordination with other local plans to compile the Administrative Draft ATP document. Coordinate with City departments for input.

- **Responsible Party:** Consultant

Task 7.2 Draft ATP
Revise the Administrative Draft ATP as needed and release Draft for public review and input. Translate the document into Spanish.

- **Responsible Party:** Consultant

Task 7.3 Final ATP
Incorporate any changes necessary to the ATP document, based on input from public comment letters or workshop feedback. Finalize the document for adoption. Ensure that any changes from the Draft ATP are translated into Spanish.

- **Responsible Party:** Consultant

Task 7.4 Hearings
Attend Planning Commission and City Council meetings to present the ATP to decision makers and the public, and answer questions. This task also includes preparation of the staff reports, PowerPoint presentation, and public notices. Noticing will be through local newspaper, on the City website, and through public access radio.

- **Responsible Party:** City of Santa Maria and Consultant

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8. Project Administration

Task 8.1 Invoicing
The City of Santa Maria will submit complete invoice packages to Caltrans district staff based on milestone completion, at least quarterly, but no more frequently than monthly.

- **Responsible Party:** City of Santa Maria

Task 8.2 Quarterly Progress Reporting
The City of Santa Maria will submit a quarterly report to Caltrans district staff providing a summary of project progress and grant/local match expenditures.
- **Responsible Party:** City of Santa Maria

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<td>Project Coordination</td>
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<td>Existing Infrastructure Audits Inventory and Mapping</td>
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<td>7</td>
<td>Active Transportation Plan</td>
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<td>7.1</td>
<td>Proposed Bicycle Program of Projects</td>
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<td>7.2</td>
<td>Proposed Pedestrian Program of Projects</td>
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<td>7.3</td>
<td>Proposed ADA Program of Projects</td>
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<td>8</td>
<td>Project Administration</td>
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<tr>
<td>8.1</td>
<td>Invoicing</td>
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<td>8.2</td>
<td>Quarterly Progress Reporting</td>
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<td><strong>TOTALS</strong></td>
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</table>

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.