AGENDA
Special Meeting

Monday, June 29, 2020
9:00 a.m.

NOTE LOCATION THIS MONTH
Teleconference
Community TV ZOOM
WEB: https://us02web.zoom.us/j/88030354801
Dial-in number (US): +1-669-900-6833
Webinar ID: 880 3035 4801

This meeting is being held in accordance with the Brown Act as it is currently in effect under the State Emergency Services Act, the Governor’s Emergency Declaration related to COVID-19, and the Governor’s Executive Order N-29-20, issued on March 17, 2020 which allows legislative bodies to meet by teleconference. The full executive order can be found here.

Members of the public may not attend this meeting in person. Comments and questions may be shared with the Commission through teleconference audio in real time, or by prior written submission to info@sccrtc.org.

NOTE
See the last page for details about access for people with disabilities, translation services, and meeting broadcasts.

En Español
Para información sobre servicios de traducción al español, diríjase a la última página.

AGENDAS ONLINE
To receive email notification when the RTC meeting agenda packet is posted on our website, please call (831) 460-3200 or visit sccrtc.org/about/esubscriptions/
The majority of the Commission constitutes a quorum for the transaction of business.

1. Roll call

2. Oral communications

   Any member of the public may address the Commission on any item within the jurisdiction of the Commission that is not already on the agenda. The Commission will listen to all communication, but in compliance with State law, and may not take action on items that are not on the agenda.

   Speakers are requested to sign the sign-in sheet and state their name clearly so that their names can be accurately recorded in the minutes of the meeting.

3. Additions or deletions to consent and regular agendas
CONSENT AGENDA

All items appearing on the consent agenda are considered to be minor or non-controversial and will be acted upon in one motion if no member of the RTC or public wishes an item be removed and discussed on the regular agenda. Members of the Commission may raise questions, seek clarification or add directions to consent agenda items without removing the item from the consent agenda as long as no other Commissioner objects to the change.

MINUTES

4. Accept draft minutes of the May 21, 2020 Interagency Technical Advisory Committee meeting.

5. Approve draft minutes of the June 4, 2020 Regional Transportation Commission meeting.

6. Accept draft minutes of the June 8, 2020 Bicycle Advisory Committee meeting.

POLICY ITEMS

None

PROJECTS and PLANNING ITEMS

7. Approve authorizing Executive Director to enter into a contract for Janitorial Services on the Santa Cruz Branch Rail Line (Resolution)

8. Consider authorizing the Executive Director to enter into a contract for Site 7 of the 2017 Storm Damage Repairs along the Santa Cruz Branch Rail Corridor (Resolution)-Staff report and attachments will be posted to the RTC website by Thursday, June 25, 2020 at 5pm.

9. Approve authorizing the Executive Director to enter into an On-Call Engineering contract for Slope Failure Repair near Manresa State Beach along the Santa Cruz Branch Rail Corridor (Resolution)

10. Approve authorizing the Executive Director to enter into a Master Agreement for on-call services with Ninyo & Moore to provide soil investigation and environmental engineering services associated with development of the Monterey Bay Scenic Sanctuary Trail (MBSST) and work on the Santa Cruz Branch Rail Line (Resolution)

BUDGET AND EXPENDITURES ITEMS

None
ADMINISTRATION ITEMS

11. Approve Amendment to the Regional Transportation Commission’s Administrative and Fiscal Policies Section 5 and Human Resource Policies Section 13

INFORMATION/OTHER ITEMS

12. Accept monthly meeting schedule.

13. Accept correspondence log.

14. Accept letters from RTC committees and staff to other agencies. - none

15. Accept information items. – none

REGULAR AGENDA

16. Commissioner reports – oral reports

17. Director’s Report – oral report  
   (Guy Preston, Executive Director)

18. Caltrans report  
   a. Santa Cruz County project updates

   (Amy Naranjo, Transportation Planner)  
   a. Staff report  
   b. Safe on 17 Highway 17 Safety Corridor Project 2019 Annual Report
20. Fiscal Year (FY) 2020-21 Budget Amendment
   (Tracy New, Director of Budget and Finance)
   a. Staff report
   b. Resolution
   c. Draft Fiscal Year (FY) 2020-21 Budget Amendment
   d. Revised Measure D revenue forecast for FY 2020-21 from HdL Services
   e. Revised Measure D 30-year Revenue Projections for 2020
   f. Revised Measure D 5-year distribution estimates for Measure D revenue recipients

21. Consultant Contract Award for Preparation of a Right-of-way Boundary Survey & Encroachment Identification along the Santa Cruz Branch Rail Corridor
   (Grace Blakeslee, Sr. Transportation Planner)
   a. Staff Report
   b. Resolution

22. Review of items to be discussed in closed session

   CLOSED SESSION

23. Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8)

   Properties: Santa Cruz Branch Railroad Right of Way Line between MP 0.433 and MP 31.39

   Agency Negotiators: Guy Preston, Luis Mendez and Steve Mattas

   Negotiating Parties: SCCRTC, St. Paul & Pacific Railroad, LLC, a subsidiary of Progressive Rail Incorporated and potential interested parties

   Under Negotiation: Price and terms for license agreement

24. Conference with Legal Counsel – Anticipated Litigation
   (Pursuant to Government Code Section 54956.9(d)(4))

   Initiation of litigation: One Case
OPEN SESSION

25. Report on closed session

26. Next meetings

The next RTC meeting is scheduled for Thursday, August 06, 2020 at 9:00 a.m. by teleconference.

The next Transportation Policy Workshop meeting is scheduled for Thursday, August 20, 2020 at 9:00 a.m. by teleconference.

HOW TO REACH US
Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue, Santa Cruz, CA 95060
phone: (831) 460-3200 / fax: (831) 460-3215

HOW TO STAY INFORMED ABOUT RTC MEETINGS, AGENDAS & NEWS

Broadcasts: Many of the meetings are broadcast live. Meetings are cablecast by Community Television of Santa Cruz. Community TV’s channels and schedule can be found online (www.communitytv.org) or by calling (831) 425-8848.

Remote Meetings: On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health. The public is strongly encouraged to use the Zoom app for best reception. Prior to the meeting, participants should download the Zoom app at: https://zoom.us/download. A link to simplified instruction for the use of the Zoom app is: https://blog.zoom.us/wordpress/2018/07/03/video-communications-best-practice-guide/.

Remote Meeting Public Comment: Due to current circumstances, there may be limited opportunity to provide verbal comments during the meeting. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged to submit comments in writing to info@sccrtc.org by 12: noon the Monday before the meeting. Such comments will be distributed to the Board before the meeting. Members of the public participating by Zoom are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Chair.

Agenda Packet and Documents: Complete agenda packets are on display online at the Santa Cruz Country Regional Transportation Commission website.
Documents relating to an item on the open session that are distributed to the Commission less than 72 hours prior to the meeting shall be available for public review at the RTC website. RTC contact information is as follows:

Santa Cruz County Regional Transportation Commission
www.sccrtc.org
Office is closed to the public and employees are working remotely until further notice
TEL: 831-460-3200
EMAIL: info@sccrtc.org

Newsletters: To sign up for E-News updates on specific SCCRTC projects, go to sccrtc.org/about/esubscriptions/

HOW TO REQUEST

ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES
The Santa Cruz County Regional Transportation Commission does not discriminate on the basis of disability and no person shall, by reason of a disability, be denied the benefits of its services, programs, or activities. This meeting location is an accessible facility. If you wish to attend this meeting and require special assistance in order to participate, please contact RTC staff at 460-3200 (CRS 800/735-2929) at least three working days in advance of this meeting to make arrangements. People with disabilities may request a copy of the agenda in an alternative format. As a courtesy to those persons affected, please attend the meeting smoke and scent-free.

SERVICIOS DE TRADUCCIÓN/ TRANSLATION SERVICES
Si gusta estar presente o participar en esta junta de la Comisión Regional de Transporte del Condado de Santa Cruz y necesita información o servicios de traducción al español por favor llame por lo menos con tres días laborables de anticipo al (831) 460-3200 para hacer los arreglos necesarios. (Spanish language translation is available on an as needed basis.) Please make advance arrangements (at least three days in advance) by calling (831) 460-3200.

TITLE VI NOTICE TO BENEFICIARIES
The RTC operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person believing to have been aggrieved by the RTC under Title VI may file a complaint with RTC by contacting the RTC at (831) 460-3212 or 1523 Pacific Avenue, Santa Cruz, CA 95060 or online at www.sccrtc.org. A complaint may also be filed directly with the Federal Transit Administration to the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
AVISO A BENEFICIARIOS SOBRE EL TITULO VI
La RTC conduce sus programas y otorga sus servicios sin considerar raza, color u origen nacional de acuerdo al Titulo VI del Acta Sobre los Derechos Civiles. Cualquier persona que cree haber sido ofendida por la RTC bajo el Titulo VI puede entregar queja con la RTC comunicándose al (831) 460-3212 o 1523 Pacific Avenue, Santa Cruz, CA 95060 o en línea al www.sccrtc.org. También se puede quejar directamente con la Administración Federal de Transporte en la Oficina de Derechos Civiles, Atención: Coordinador del Programa Titulo VI, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.
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Due to precautions associated with COVID-19 (coronavirus), the meeting was held by teleconference, consistent with Governor Newsom’s Executive Orders which allow legislative bodies to hold Brown Act meetings via teleconference.

**ITAC MEMBERS PRESENT**
Gus Alfaro, Caltrans District 5 Planning
Teresa Buika, University of California at Santa Cruz (UCSC)
Piet Canin, Ecology Action
Athena Cheung, Scotts Valley Public Works
Murray Fontes, Watsonville Public Works and Community Development (Proxy)
Claire Gallogly (Chair), Santa Cruz Planning
Paul Hierling, Association of Monterey Bay Area Governments (AMBAG)
Kailash Mozumder (Vice Chair), Capitola Public Works
Anais Schenk, County Planning
Chris Schneiter, Santa Cruz Public Works
Steve Wiesner, County Public Works

**RTC Staff Present:** Rachel Moriconi, Amy Naranjo

**Others Present:** Terry Corwin, Friends of Santa Cruz County Parks; Brett Garrett, Santa Cruz resident; John Olejnik, Caltrans District 5; Oxo Slayer, UCSC; Theresia Rogerson, County Health

1. **Call to Order:** Chair Gallogly called the meeting to order at 1:30 p.m.

2. **Introductions:** Roll call introductions were made. All attendees participated by teleconference.

3. **Oral Communications:** None.

4. **Additions, deletions, or changes to consent and regular agendas:** None.
CONSENT AGENDA

The Committee unanimously approved a motion (Mozumder/Fontes) approving the consent agenda, with all members present voting “yes” by roll call vote.

5. Approved Minutes of the March 19, 2020 ITAC meeting

6. Received Information Items
   a. Santa Cruz Branch Rail Line Railroad Worker Safety Training
   b. RTC Meeting Highlights
   c. Measure D Spring 2020 Project Updates

REGULAR AGENDA

7. Status of ongoing transportation projects, programs, studies and planning documents

ITAC members provided updates on Measure D-funded projects, RTC-funded projects, and other major projects and planning efforts.

County – Steve Wiesner reported that the County completed a Safe Routes to School Plan, which provides a roadmap for projects near 16 schools in unincorporated areas and Scotts Valley. He noted many roads will be under construction this year, including over 30 storm damage repair projects, Measure D resurfacing and paving projects funded by Regional Surface Transportation Program Exchange (RSTPX) and State Transportation Improvement Program (STIP).

Anais Schenk reported that the Planning Department continues work on General Plan, code, and ordinance updates. She suggested agencies contact AMBAG and utilize REAP and LEAP grants for planning work. The County is schedule to adopt SB743 thresholds in June.

Scotts Valley – Athena Cheung reported that construction has started on Glenwood Drive and a contract was awarded to resurface seventeen roads.

Capitola – Kailash Mozumder reported that the Brommer St. multimodal project is starting; Park Avenue sidewalk construction is finished; and one storm damage repair project is moving forward.

Watsonville – Murray Fontes reported that construction of Segment 18 of the Rail Trail is starting; the city is awarding a contract for the HSIP-funded Airport Blvd/Holm signal project; the Lincoln Street Active Transportation
Program (ATP) project is moving forward; and construction is planned for the locally-funded Ohlone/West Beach signal.

Santa Cruz – Chris Schneiter reported that construction of phase 1 of Segment 7 of the Rail Trail is about 50% complete; design services for Segments 8 and 9 is going to bid; River St and Water St roadway rehabilitation projects have been completed; citywide rehabilitation and paving projects start in June; and the Ocean St/Water St intersection project is under construction.

Claire Gallogly reported that work started on a local roadway safety plan, required for future Highway Safety Improvement Program (HSIP) grants. She reported that Jump has merged with the Lime bike share program.

SCCRTC – Rachel Moriconi noted updates on RTC projects and programs included in the RTC Meeting Highlights on the consent agenda.

AMBAG – Paul Hierling reported that AMBAG is meeting with local agencies regarding the Regional Growth Forecast for housing, transportation, and jobs, with the draft scheduled to be available for public review this summer. Updates are being made to the Regional Travel Demand Model. He noted that LEAP grant proposals are due to the California Department of Housing and Community Development (HCD) on July 1, with REAP (Regional Early Action Plan) grants to be available as a pass-through from AMBAG. The draft Highway 1 climate resiliency study for the area around Elkhorn Slough was released for public review.

Caltrans – Gus Alfaro reviewed highway projects included in the packet, highlighting construction and crosswalk projects. He reported on special permits authorized for overweight trucks with medical, safety, sanitation, food, and other essential supplies and the Vulnerability Assessment for District 5, noting Caltrans will reach out to ITAC and other stakeholders for input on a forthcoming adaptation strategies document. He noted that Caltrans is working with California Highway Patrol (CHP) to reduce speeding on highways.

University of California at Santa Cruz (UCSC) – Teresa Buika reported that the RSTPX/ATP-funded bike path reconstruction project will start construction in mid-June. Urban bike riding classes are available online.

8. **Transit Corridor Alternatives Analysis – Alternatives Screening Results and Short List of Alternatives**

Ginger Dykaar presented information on the Transit Corridor Alternatives Analysis (TCAA). She described the evaluation framework, stakeholder
outreach and screening analysis of a range of transit investment options utilizing all or part of the length of the Santa Cruz Branch Rail corridor. She reported on the short list of alternatives that the project team is recommending be considered for further analysis: Bus Rapid Transit (BRT), an autonomous road “train” on pavement with rubber tires, electric light rail, and electric commuter rail.

Brett Garrett, member of the public, requested Personal Rapid Transit (PRT) be forwarded to the next phase of analysis.

9. Transportation Funding Impacts due to COVID-19

Rachel Moriconi provided an overview of state, federal, and local estimates of potential impacts of COVID-19 on transportation revenues, including preliminary Measure D and Transportation Development Act (TDA) revenue forecasts, California budget state sales tax and gas tax forecasts, and federal relief and stimulus proposals. She reported that the RTC plans to amend its budget in June to reflect updated Measure D and TDA forecasts. ITAC members reported that some of their agencies are moving forward with planned projects, while others are waiting to bid projects reliant on general fund revenues; some agencies anticipate furloughs due to revenue losses. Agencies were encouraged to get projects shelf-ready for construction as quickly as possible to help with economic recovery.

10. COVID Response and Recovery Strategies

Members discussed modifications agencies were making in response to COVID-19 shelter-in-place orders. Several agencies noted changes to parking, including restricting parking in some areas, repurposing parking spaces for outdoor seating, adding signage to remind people to maintain physical space between one another, and temporary closures of offices to foot traffic. ITAC members discussed slow streets, parklets, and street closure concepts. Some public works departments noted challenges in implementing slow streets safely and effectively, especially given limited staff. Bike Santa Cruz County, Friends of County Parks, Ecology Action and County Health Services representatives requested that local jurisdictions look at changes that can be made to the transportation network to support walking and biking as part of COVID-19 response, resilience, and recovery strategies, especially in town centers.

11. Transportation Program Updates and Announcements

Rachel Moriconi highlighted some upcoming state and federal grant opportunities which were listed in the agenda packet. She noted that deadlines for several programs had been extended.
12. Active Transportation Program (ATP) Cycle 5 Applications

Chair Gallogly encouraged agencies to review the California Transportation Commission’s (CTC) Active Transportation Program (ATP) grant updates. City of Santa Cruz, County of Santa Cruz, Watsonville, and Ecology Action staff reported they are preparing grant applications.

13. SB 743-Implementation Updates

City and County members provided updates on SB 743 implementation. John Olejnik encouraged ITAC members to review and provide comments on Caltrans’s Draft Transportation Analysis Framework (TAF) and Draft Transportation Analysis under CEQA (TAC). Agencies discussed mitigations for projects, modeling vehicle miles traveled (VMT) for land use and transportation projects, possibly establishing a regional mitigation bank, and VMT thresholds.

14. The next meeting scheduled for 1:30pm on June 18, 2020 was subsequently cancelled.

Adjournment: The meeting adjourned at 3:27 pm.

Minutes prepared by: Rachel Moriconi, RTC Planner
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1. Roll call.

The meeting was called to order at 9:00 a.m.

Members present:
Jacques Bertrand         John Leopold
Sandy Brown             Bruce McPherson
Aurelio Gonzalez        Ed Bottorff
Randy Johnson           Mike Rotkin
Trina Coffman-Gomez     Patrick Mulhern (alt)
Greg Caput              Aileen Loe (Ex-Officio) (alt)
Andy Schiffrin (alt)

Staff present:
Luis Mendez             Guy Preston
Yesenia Parra           Shannon Munz
Krista Corwin           Tracy New
Tommy Travers           Rachel Moriconi
Fernanda Dias Pini      Brianna Goodman
Steve Mattas            Grace Blakeslee
Amy Naranjo             Amanda Marino
Ginger Dykaar

2. Oral communications.

Received Public Comment from:
Dana Bagshaw
Michael Saint, Campaign for Sustainable Communication
3. Additions or deletions to consent and regular agendas.

There was a replacement agenda, a replacement page for item 7, and a handout for item 19.

**CONSENT AGENDA**

Commissioner Rotkin moved and Commissioner Caput seconded the motion to approve the consent agenda. The motion passed unanimously with Commissioners Bertrand, Brown, Johnson, Coffman-Gomez, Caput, Alternate Schiffrin, Alternate Mulhearn, Leopold, McPherson, Bottorff, Gonzalez, and Rotkin voting “aye.”

Received public comment from:
Brian Peoples
Sally Arnold, Board Chair of Santa Cruz County Friends of the Rail and Trail
Michael Saint

**MINUTES**

4. Approved draft minutes of the May 07, 2020 Regional Transportation Commission meeting.

5. Approved draft minutes of the May 21, 2020 Transportation Policy Workshop.

**POLICY ITEMS**

6. Approved Policy for Capital Projects Implemented by Others within the Santa Cruz Branch Rail Corridor Right-of-way *(Resolution 116-19)*

**PROJECTS and PLANNING ITEMS**

7. Approved Cooperative Agreements for Monterey Bay Scenic Sanctuary Trail (MBSST) *(Resolutions 117-19, 118-19, 119-19, and 120-19)*

8. Approved authorizing the Executive Director to enter into contracts for vegetation control along the Santa Cruz Branch Rail Corridor *(Resolution 121-19)*

**BUDGET AND EXPENDITURES ITEMS**

9. Accepted status report on Transportation Development Act (TDA) revenues.
10. Accepted status report on Measure D revenues.

11. Adopted FY 2020-21 Overall Work Program (Resolution 122-19)

ADMINISTRATION ITEMS
12. Accepted Cost-per-ride of Paratransit provided by Santa Cruz Metro and Community Bridges.

INFORMATION/OTHER ITEMS
13. Accepted monthly meeting schedule.

14. Accepted correspondence log.

15. Accepted letters from RTC committees and staff to other agencies. None

16. Accepted miscellaneous written comments from the public on RTC projects and transportation issues.

   a. April 30, 2020 letter from Richard James, AICP and Alberta James to Supervisor Friend regarding public street improvements planned near the intersection of Soquel Drive and Aptos Creek Road in Aptos

17. Accepted information items. - none

REGULAR AGENDA

18. Commissioner reports

Commissioner Johnson responded to public comments regarding the impact of the coronavirus on the community.

Commissioner Brown noted that the City of Santa Cruz recently completed work on enhanced bike lanes on Water Street for which some Measure D funds were used so she thanked Santa Cruz County voters.

Commissioner Leopold relayed the recent action by the Santa Cruz County Board of Supervisors which allows parking lots to be used for alternate purposes to support reopening of businesses.

Commissioner Bertrand thanked RTC for funds to begin planned bike route improvements on the Brommer extension and reported on the recent actions taken by the Capitola City Council to aid enforcement of social distancing on the beach.
19. Director’s Report

Executive Director Preston delivered a statement in support of the Black Lives Matter Movement. Director Preston noted that RTC includes equity as one of the primary analysis criteria for transportation planning, that transportation facilities are used for special events and that the Black Lives Matter organization used West Cliff Drive for a peaceful march.

Director Preston gave updates regarding the impacts of the COVID-19 pandemic. Because of anticipated decreases in Transportation Development Act (TDA) and Measure D revenue, staff will propose a revised FY20/21 budget at the special RTC meeting on June 29, 2020. The RTC office remains closed to the public and all meetings will be conducted by teleconference until further notice.

Governor Newsom’s May Revise predicts significant impacts of COVID-19 on the state budget, maintains existing staffing levels to support delivery of currently programmed projects, and assumes that some state revenue losses will be backfilled by a future federal stimulus. Caltrans is analyzing possible impacts to previously programmed State Transportation Improvement Program (STIP) and State Highway Operation and Protection Program (SHOPP) projects. Director Preston summarized transit-related funding opportunities proposed in two federal stimulus bills: The House-approved HEROES Act and the INVEST in America Act, newly introduced.

Other updates: Construction on the timber trestle at Milepost 4.87 on the Santa Cruz Branch Rail Line has begun with completion expected in July. Supervisor McPherson is hosting a virtual town hall to discuss pedestrian enhancements near the San Lorenzo Valley School Complex on Tuesday, June 16th at 5:00pm. Public participation is encouraged. More details can be found on SCCRTC.org.

Director Preston congratulated Caltrans Deputy Director for District 5 Aileen Loe on her upcoming retirement and thanked her for her years of service as alternate ex-officio to the Regional Transportation Commission. Deputy Director Loe has served in this position since 2007. Commissioners applauded Ms. Loe, noting her professionalism and wishing her well in retirement.

Received public comment from:
Michael Saint

20. Caltrans report

Caltrans Alternate Ex-Officio Aileen Loe communicated her appreciation for the richness of dialogue in Santa Cruz County and thanked the Commission
for their well wishes. Ms. Loe also thanked Commissioner McPherson for hosting the townhall on June 16 about safety projects on Highway 9. Ms. Loe reported that curb ramp work on 41st Avenue and Morrissey is nearly finished, and the pedestrian detours should be resolved by next week. In response to a Commissioner’s question, Ms. Loe will report back regarding the start date of the City of Watsonville roundabout at Lakeview and Riverside project.

21. 9:30 a.m. PUBLIC HEARING Transit Corridor Alternatives Analysis - Alternatives Screening Results and Short List of Alternatives

Senior Transportation Planner Ginger Dykaar delivered the staff report and consultant Steve Decker of HDR provided the overview, discussing the evaluation framework, stakeholder outreach for milestone #2, the milestone #2 screening analysis, and the recommended short list of alternatives. Ms. Dykaar shared a timeline of next steps.

In response to Commissioners’ questions, Mr. Decker and Ms. Dykaar commented on: the number of survey responses and participation in the online open house; ideas for reaching members of the public who do not have access to computers; outreach to Spanish-speaking and undocumented community members; fiscal feasibility and cost analysis; steps to access Spanish language materials; the validity of right-of-way loss-of-continuity concerns.

In response to a Commissioner’s question, Executive Director Guy Preston discussed railbanking as risk mitigation to the right-of-way due to easements and clarified the freight criteria and Roaring Camp portion of the analysis.

In response to a Commissioner’s question about Personal Rapid Transit (PRT), Ms. Dykaar and Mr. Decker commented on the cost analysis, potential for Vehicle Miles Travelled (VMT) reduction, and roadway crossing needs. Mr. Decker provided more details on the at-grade PRT system in Morgantown, West Virginia.

Commissioner comments: cost analysis of the alternatives, short listed alternatives that meet the needs of Santa Cruz Metro; preservation of the right-of-way should the bus alternatives move forward, and consideration of elevated PRT systems.

Received public comment from:
Alex Clifford, Santa Cruz Metro
Brian Peoples, Trail Now
Brett Garrett
Commissioners discussed: TCAA fulfills RTC’s commitment to the community; Regeneration Pajaro Valley Climate Action represents members of the Watsonville community; unanimous outcome of the Unified Corridor Study points the RTC in the direction of transit on the corridor; financial feasibility of the short list of alternatives in light of anticipated COVID-19 budget shortfalls; efforts to engage South County residents in TCAA process robust; transit project promotes greater connectivity beyond Santa Cruz County.

The public hearing was closed at 11:16am.

Commissioner Leopold moved the staff recommendation and Commissioner Gonzalez seconded the motion to review and approve the alternatives screening results and draft short list of alternatives for the Transit Corridor Alternatives Analysis of high-capacity public transit for the Santa Cruz Branch Rail Line. The motion carried with Commissioners Rotkin, Gonzalez, Bottorff, McPherson, Leopold, Alternate Mulhearn, Alternate Schiffrin, Caput, Coffman-Gomez, Brown, and Bertrand voting “aye,” and Commissioner Johnson voting “no.”

22. Next meetings

The next Special Meeting of the RTC is scheduled for Monday, June 29, 2020 by teleconference.

The next regular RTC meeting is scheduled for Thursday, August 06, 2020 at 9:00 a.m. by teleconference or at the Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley, CA.
The next Transportation Policy Workshop meeting is scheduled for Thursday, August 20, 2020 at 9:00 a.m. by teleconference or at the Watsonville City Council Chambers, 275 Main Street, Room 400, Watsonville, CA.

Respectfully Submitted,

[Signature]

Yesenia Parra
Administrative Services Officer
### Attendees:

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1. Call to Order: Chair, Amelia Conlen called the meeting to order at 6:06 pm.

2. Introductions

   Members Present:
   Amelia Conlen, Bike-to-Work, Chair
   Shea Johnson, District 2
   Peter Scott, District 3 (late)
   Sally Arnold, District 3 (Alt.)
   Anna Kammer, District 4
   Rick Hyman, District 5
   Theresia Rogerson, District 5 (Alt.)
   Michael Moore, City of Capitola
   Matt Farrell, City of Santa Cruz
   Richard Masoner, City of Scotts Valley
   Murray Fontes, City of Watsonville
   Leo Jed, CTSC

   Unexcused Absences:
   Grace Voss, District 1

   Excused Absences:
   Janneke Strause, District 1 (Alt.)
   Casey Beyer, District 2 (Alt.)
   Bruce Sawhill, City of Santa Cruz (Alt.)
   Drew Rogers, City of Watsonville (Alt.)
   Jim Langley, CTSC (Alt.)
   Matt Miller, Bike-to-Work (Alt.)

   Vacancies:
   District 4 – Alternate
   City of Capitola – Alternate
   City of Scotts Valley – Alternate

   Staff:
   Tommy Travers, Transportation Planner
   Rachel Moriconi, Senior Transportation Planner
   Grace Blakeslee, Senior Transportation Planner

   Guests:
   Greg Martin, County of Santa Cruz
   Gina Cole, Bike Santa Cruz County
   Chris Alonso, Bike Santa Cruz County
   Marty Demare, member of public

3. Announcements – Staff announced that staff will return to the Committee for further input on the Project List for the Regional Transportation Plan 2045 and that the RTC approved narrowing the list of transit alternatives for the Transit Corridor Alternatives Analysis to the four modes as were previously presented to the Committee.
4. Oral communications – Amelia Conlen announced that Ecology Action will hold Bike Month in July, including an online interactive bike “challenge” for the public to track their bicycle riding and win prizes (lovetoride.net/santacruz). Gina Cole announced a fundraiser for social justice and Bike Santa Cruz County.

5. Additions or deletions to consent and regular agendas – Items 8 & 10 moved to the Regular Agenda

CONSENT AGENDA

Members discussed item 7: the hazard report regarding the signal detector at Dominican Hospital and requested staff follow-up. Staff answered member questions regarding item 8: it is expected that adding the Mar Vista Drive bridge to the Highway 1 project will save around $1 million in environmental and preliminary engineering costs, and allow for delivery around 1 year sooner; it will not be impossible to separate the bridge from the Highway 1 project in the future if needed. A motion (Hyman/Jed) was made to approve the consent agenda. The motion passed unanimously with members Conlen, Johnson, Arnold, Kammer, Hyman, Moore, Farrell, Masoner, Fontes, and Jed voting in favor.

6. Approved draft minutes of the April 13, 2020 Bicycle Advisory Committee meeting

7. Accepted summary of hazard reports

8. Accepted informational item: Mar Vista Drive bike & pedestrian bridge planning and funding – (All recommended actions from Staff Report were taken by RTC.)

REGULAR AGENDA

9. Holohan Rd & Highway 152 intersection modifications review and provide input – Greg Martin, County of Santa Cruz staff, described the project as having originated in the 1990s and primarily widening Holohan Road at the intersection. Also included are bike lanes on two legs of the intersection and pedestrian improvements. He also described adjacent Caltrans projects to add pedestrian facilities on both sides of Highway 152 adjacent to the south of the intersection. The project needs additional funds, for which the County is applying for a California Transportation Commission Local Partnership Program (LPP) grant. Members reiterated the need for the proposed bike lane and right turn pocket on Holohan Road. Members noted needed additional space for pedestrians and bicycles on northbound Highway 152 north to and through the Lakeview Middle School entrance, and requested the project include the recommendations in the Safe Routes to Schools Plan for Watsonville. Members discussed a desire for the project to include complete bicycle markings, including bike lanes, bike boxes, and dashed green treatments across intersections, and for the signal to detect bicycles.

A motion (Kammer/Farrell) was made for an ad-hoc subcommittee consisting of Anna Kammer and Amelia Conlen to communicate further bicycle pavement marking improvements with County staff and subsequently, contingent on the response from County staff, write a letter of support for the LPP grant application. The vote passed with members Conlen, Johnson, Arnold, Kammer, Hyman, Moore, Farrell, Masoner, and Jed voting in favor and Fontes voting against.

6-2
10. Bike Santa Cruz County (BSCC) programs update & proposals review and provide input – Chris Alonso, BSCC staff, presented information about youth programs including Earn-A-Bike, which includes learning and activities about bicycles and receiving a free bike, middle school Bike Clubs, which includes bicycle riding activities, and Project Bike Tech, in which high school students mentor middle school students and provide education including bicycling and health. He also described holding virtual classes for Earn-A-Bike and Project Bike Tech, and continuing to provide bicycles and equipment and have non-group fun bicycling activities during the COVID-19 shelter-in-place. RTC staff provided information about RTC funding for BSCC programs collectively called Project PASEO: Earn-A-Bike, Open Streets, and pop-up protected bike lanes. Some BSCC programs also receive Measure D funding through the city of Watsonville. Gina Cole, BSCC director, presented a proposal to shift funds from the programs that cannot be held during the shelter-in-place and to Slow Streets projects potentially in Watsonville, Santa Cruz, and the unincorporated County, which will close certain streets to through vehicle traffic to allow for safer walking and bicycling with social distancing.

A motion (Jed/Arnold) was made to approve BSCC’s request to use $29,700 of the funds previously approved for other Project PASEO programs to their proposed Slow Streets project. The motion passed unanimously with members Conlen, Johnson, Arnold, Kammer, Hyman, Moore, Farrell, Masoner, and Fontes voting in favor.

Member Peter Scott joined the meeting.

11. North Coast Rail Trail design review – Grace Blakeslee, RTC Senior Transportation Planner introduced the North Coast Rail Trail project, which entails most of Segment 5 of the Monterey Bay Sanctuary Scenic Trail Network spine along the Santa Cruz Branch Rail Line. The project lead is the Federal Highway Administration’s Central Federal Lands division. Grace provided updates on the project, including that the project lead has delayed construction funding for the project but nevertheless plans to finish project design by Spring 2021, that rest areas are proposed along the trail near northern beaches and in Wilder Ranch State Park but not adjacent to farming, and that the trail is planned to be open between 5:00 AM and midnight. Members discussed desires for adequate wayfinding signs, consideration of wide bike trailers in case designers plan obstructions to keep vehicles off the trail, adequate bike parking at trailheads, moderate slopes for the trail and access ramps, courtesy signs for sharing space between bicyclists and pedestrians, composting toilets, and access from Laguna Road to the beach. Members of the public inquired about public access near 5400 Coast Road, restrooms, and property acquisitions.

12. Updates – Richard Masoner announced that the construction of Glenwood Road bike lanes in Scotts Valley has begun.

13. Adjourn – 8:28 pm

NEXT MEETING: The next Bicycle Committee meeting is scheduled for August 10, 2020 from 6:00pm to 8:30pm at location TBD.

Minutes respectfully prepared and submitted by:
Tommy Travers, Transportation Planner
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TO: Regional Transportation Commission (RTC)  
FROM: Tommy Travers, Transportation Planner  
RE: Contract for Janitorial Services on the Santa Cruz Branch Rail Line

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a two-year contract with Clean Team Associates for a total amount not to exceed $70,000 for ongoing janitorial services on the Santa Cruz Branch Rail Line right-of-way.

BACKGROUND

The RTC acquired the Santa Cruz Branch Rail Line (SCBRL) in 2012 for the purpose of providing transportation alternatives in Santa Cruz County. Ownership of the corridor involves ongoing basic maintenance including removal of dumping, other trash, and encampments.

DISCUSSION

Ownership of the railroad corridor involves many maintenance needs, one of which is for janitorial services. The corridor experiences ongoing illegal dumping from adjacent property owners, campers, and other trespassers. Much of this includes material that clogs drainage facilities, threatening the integrity of the rail bed and adjacent property, and/or may pollute waterways. In addition, camping is a safety issue; the SCBRL is an active line and includes occasional maintenance vehicle traffic as well as maintenance and repair work on the corridor. Finally, the proliferation of dumping, trash, and encampments results in numerous complaints from nearby property owners, residents, business owners, local government departments, law enforcement, and even other trespassers. Ongoing maintenance of the corridor ensures that issues are quickly addressed and controlled.

In spring 2020, staff sought informal estimates from responsive firms for janitorial services. Two proposals were received and Clean Team Associates was found to be the most qualified and to have the lowest rates. Staff proposes to enter into a two-year contract rather than one year in order to save on administrative costs. The work will be of an on-call nature, under staff direction, and be compensated based on approved estimates provided by the contractor using its contract rates.
Staff recommends that the RTC approve a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a contract (Exhibit to Attachment 1) for janitorial services along the SCBRL for a total contract value not to exceed $70,000 and a term ending on June 30, 2022.

FISCAL IMPACT

Half the cost of the proposed two-year contract, $35,000, is included in the FY 20/21 budget for rail SCBRL corridor maintenance, and the second half will be included in the future proposed FY 21/22 budget. There are no additional fiscal impacts associated with this proposed contract.

SUMMARY

The Santa Cruz Branch Rail Line requires on-going maintenance to address illegal dumping from adjacent property owners, campers, and other trespassers, which can clog drainage facilities, threaten the integrity of the rail bed and adjacent property, and may pollute waterways. Staff sought informal estimates for these janitorial services and received two responses. Staff recommends entering into a new contract with Clean Team Associates to ensure continued upkeep of the corridor.

Attachments:

1. Resolution authorizing Executive Director to negotiate and execute Clean Team Associates contract
RESOLUTION NO.  

Adopted by the Santa Cruz County Regional Transportation Commission  
on the date of June 29, 2020  
on the motion of Commissioner  
duly seconded by Commissioner  

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO A TWO-YEAR CONTRACT WITH CLEAN TEAM ASSOCIATES IN AN AMOUNT NOT TO EXCEED $70,000 FOR JANITORIAL SERVICES ALONG THE SANTA CRUZ BRANCH RAIL CORRIDOR  

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) in October 2012;  

WHEREAS, the RTC has ensured continuation of freight service with an agreement with a rail operator, implemented recreational rail service, began construction of a bicycle and pedestrian path and completed studies on potential additional uses of the branch rail line right-of-way;  

WHEREAS, the agreement with the rail operator obligates the RTC to maintain the Santa Cruz Branch Rail infrastructure, until certain repairs are completed, as well as the area of the corridor outside of the freight railroad easement;  

WHEREAS, dumping, trash, and encampments within the Santa Cruz Branch Rail line corridor pose drainage and safety issues and need to be addressed on an ongoing basis;  

WHEREAS, RTC staff received proposals from two contractors;  

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:  

1. The Executive Director is authorized to negotiate and enter into a contract with CLEAN TEAM ASSOCIATES for an amount not to exceed $70,000 and a term ending on June 30, 2022 for janitorial services along the Santa Cruz Branch Rail corridor;  

2. The Executive Director is authorized to issue amendments to the contract listed above for term, scope of work, and/or for additional compensation of up to $25,000 in total amended value, provided there is enough approved budget authority for the proposed additional work;  

3. The Chair is authorized to authorize the Executive Director to issue additional amendments to the contract listed above for compensation for up to $60,000 in total amendment value, provided there is enough approved budget authority for the proposed additional work.
AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

__________________________
Bruce McPherson, Chair

ATTEST:

______________________________
Guy Preston, Secretary

Exhibit A: Draft Contract with Clean Team Associates

Distribution: RTC Fiscal, RTC and Consultant Project Managers

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INDEPENDENT CONTRACTOR AGREEMENT

This contract for independent contractor services (the “Contract”) is entered into this day of ___________, 20____ (the “Effective Date”), by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and CLEAN TEAM ASSOCIATES, hereinafter called CONTRACTOR. The parties agree as follows:

1. SERVICES. In accordance with the terms and conditions set forth in this Contract, CONTRACTOR agrees to perform all services described in the Scope of Work, attached as Exhibit A, which is incorporated herein for the benefit of the COMMISSION (hereinafter “the project”). In the event of a conflict in or inconsistency between the terms of this Contract and Exhibit A, this Contract shall prevail.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing various janitorial work as included in the Scope of Work and as directed by COMMISSION contract manager, COMMISSION agrees to pay CONTRACTOR as follows: Payment not to exceed $70,000 after receipt and contract manager approval of invoices with detailed time and materials cost breakdown according to Exhibit B Rate Sheet dated May 29, 2020 upon the satisfactory completion of projects and requirements as directed by the COMMISSION contract manager.

A. Invoices. CONTRACTOR shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. CONTRACTOR shall have ninety (90) days after the completion of work to invoice COMMISSION for all amounts due and outstanding as governed by this Contract. In the event CONTRACTOR fails to invoice COMMISSION for all amounts due within such ninety (90) day period, CONTRACTOR shall waive its right to collect payment from COMMISSION.

B. Payment. COMMISSION shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.

C. Reimbursable Expenses. No expenses, costs, or liabilities of CONTRACTOR shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the Scope of Work (Exhibit A) and in the Rate Sheet (Exhibit B), unless negotiated and pre-approved in writing by COMMISSION contract manager.

D. Payment of Taxes. CONTRACTOR is solely responsible for the payment of employment taxes incurred under this Contract and any similar federal or state taxes.

E. Retention. If this Contract is for the creation, construction, alteration, repair or improvement of any public structure, building, road or other improvement of any kind and the total compensation payable under this Contract will exceed $5000, five percent (5%) retention shall be withheld from progress payments and released as provided by Public Contract Code sections 9203 and 7107.
3. TERM. This Contract shall take effect on the Effective Date, contingent upon approval by the COMMISSION governing board, and the CONTRACTOR shall commence work after notification to proceed by the COMMISSION’S Contract Manager. The Contract shall end on June 30, 2022, unless earlier terminated or extended by contract amendment. The CONTRACTOR is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION.

4. EARLY TERMINATION. COMMISSION may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract for cause, after providing COMMISSION thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COMMISSION (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. Such obligations to defend, hold harmless and indemnify the COMMISSION shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the COMMISSION.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding). COMMISSION shall provide timely notice to CONTRACTOR of third party claims relating to this Contract, as required by applicable law.

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COMMISSION.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability Insurance as to each
subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COMMISSION both initial here: ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker’s Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here: _______

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of $2,000,000 per occurrence and $4,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Railroad Protective Liability insurance, or equivalent Commercial General Liability Insurance that does not exclude work on railroads, naming only SCCRTC and St. Paul & Pacific Railway as the insured with a combined single limit of $2,000,000 per occurrence with a $4,000,000 aggregate. A binder stating the policy is in place must be submitted to the SCCRTC until the original policy is forwarded to the SCCRTC.

(5) Professional Liability Insurance in the minimum amount of $____________combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COMMISSION ____ / ___.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during
the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) If CONTRACTOR utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

(3) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

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

“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Risk Manager
1523 Pacific Avenue
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COMMISSION as a material term of this Contract.

(5) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County Regional Transportation Commission
Attn: Risk Manager
1523 Pacific Avenue
Santa Cruz, CA 95060

(6) CONTRACTOR hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CONTRACTOR 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 COMMISSION has received a waiver of subrogation endorsement from the insurer.

(7) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose to and obtain the approval of COMMISSION for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the CONTRACTOR’S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer’s liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self- insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer’s liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’S solicitation of goods and services.
(2) In the event of the CONTRACTOR’S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COMMISSION.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. SUBCONTRACTING. CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the COMMISSION. Where written approval is granted by the COMMISSION, CONTRACTOR shall
supervise all work subcontracted by CONTRACTOR in performing the Services; shall be responsible for all work performed by a subcontractor as if CONTRACTOR itself had performed such work; the subcontracting of any work to subcontractors shall not relieve CONTRACTOR from any of its obligations under this Contract with respect to the Services; and CONTRACTOR is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 6, to COMMISSION’s satisfaction.

10. **RIGHT OF ENTRY AGREEMENT.** CONTRACTOR shall obtain a right of entry agreement with St. Paul & Pacific Railway (SPPR) in which 30-45 days are needed for SPPR to process this request. SPPR guidelines for obtaining a right of entry agreement are included as Exhibit C. CONTRACTOR will contact St. Paul & Pacific Railway representatives to provide notice of the date, time, location, duration and nature of activity to be done and provide necessary documents and fees for a right of entry agreement.

11. **SAFETY TRAINING.** CONTRACTOR agrees to abide by all safety laws, regulations and requirements associated with working on and in the vicinity of a railroad track, and all conditions of entry that may be required by SPPR to avoid interference with its rights, including but not limited to all terms and conditions set forth in the SPPR right of entry agreement. CONTRACTOR, subcontractors, and/or authorized agents shall be required to complete the paid railroad safety training prior to commencing work within the right of way.

12. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COMMISSION.

13. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Regional Transportation Commission has provided funding to the CONTRACTOR.

14. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Regional Transportation Commission, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that CONTRACTOR prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Contract shall be the property of the COMMISSION.

During the term of this Agreement, either party (the “Disclosing Party”) may disclose confidential, proprietary or trade secret information (the “Information”), to the other party (the “Receiving Party”). The Receiving Party shall hold the Disclosing Party’s Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. CONTRACTOR understands that COMMISSION is a public
agency and is subject to the laws that may compel it to disclose information about CONTRACTOR’s business.

15. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

16. **ATTORNEY’S FEE.** If a Party to this Contract brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Contract, the prevailing Party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

17. **VENUE.** In the event that either Party brings any action against the other under this Contract, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Cruz or in the United States District Court for the Northern District of California.

18. **PREVAILING WAGE.** This agreement is covered under Prevailing Wage provisions if this section is initialed by COMMISSION ____________.

This agreement is subject to the Prevailing Wage provisions and provisions relating to certified payroll records and apprenticeship of the Labor Code of California and Department of Industrial Relations regulations. There shall be paid to each worker of the CONTRACTOR, or any of his subcontractors engaged in work on the project, not less than the prevailing wage rate regardless of any contractual relationship that may be alleged to exist between the Contractor or subcontractor of such worker. Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half (1 ½) times the above specified rate of per diem wages, unless otherwise specified. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold COMMISSION harmless against any claims, or demands, or liability arising from failure to comply with all applicable requirements under the Prevailing Wage and related requirements.

19. **LICENSE, REGISTRATION, AND CLSB NOTICE.** CONTRACTOR shall maintain all required licenses throughout the term of this Contract. CONTRACTOR shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. NOTICE: Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.
20. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $60,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Regional Transportation Commission.

21. **WARRANTY.** In addition to any and all warranties provided or implied by law or public policy, CONTRACTOR warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that CONTRACTOR shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. CONTRACTOR further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, CONTRACTOR shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Contract. In addition to all other rights and remedies which COMMISSION may have, COMMISSION shall have the right to require, and CONTRACTOR shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Contract. Moreover, if, during the term of this Contract (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by CONTRACTOR under this Contract fail due to defects in material and/or workmanship or other breach of this Contract, CONTRACTOR shall, upon any reasonable notice from COMMISSION, replace or repair the same to COMMISSION's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by CONTRACTOR in the performance of the Services shall be new and best of kind. Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

22. **INTEGRATION; INCORPORATION.** This Contract, including all the exhibits attached hereto, represents the entire and integrated agreement between COMMISSION and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

23. **SEVERABILITY.** If a court of competent jurisdiction finds or rules that any provision of this Contract is invalid, void, or unenforceable, the provisions of this Contract not so adjudged shall remain in full force and effect.

24. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any part of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration,
mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Contract as of the date signed by the COMMISSION.
INDEPENDENT CONTRACTOR AGREEMENT
(PREVAILING WAGE NO-BID)

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

CLEAN TEAM ASSOCIATES

By: ________________________ Date: ______
SIGNED
PRINTED

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: ________________________ Date: ______
SIGNED
PRINTED

Guy Preston

APPROVED AS TO INSURANCE

By: ________________________ Date: ______
PRINTED

Yesenia Parra

APPROVED AS TO FORM:

________________________ Date: ______

Steven Mattas
COMMISSION Counsel

DISTRIBUTION:
- RTC Project File, Admin, Fiscal
- Contractor
Exhibit A
Scope of Work

Services provided in various locations as needed along the Santa Cruz Branch Rail line corridor:

On-call clean-up and disposal of trash
On-call clean-up and disposal of various dumped materials
On-call clean-up of signage
Coordination with other parties to achieve removal of encampments
Contractor to provide estimate to Commission for approval and track clearance prior to any work
Clean Team Associates  
314 CAYUGA STREET  
SANTA CRUZ, CA 95062-3622  
Licensed & Insured  
Tel..831.713.7812

SCCRTC  
NEW CONTRACT BETWEEN SCCRTC, AND CLEAN TEAM ASSOCIATES

EFFECTIVE THROUGH JUNE 30, 2022

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
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<tbody>
<tr>
<td>Service</td>
<td>TROLLEY CHARGE</td>
<td>25.73</td>
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<tr>
<td>Service</td>
<td>SENIOR &amp; JUNIOR TEAM MEMBERS LABOR</td>
<td>87.01</td>
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<tr>
<td>Cost</td>
<td>WASTE DISPOSAL, PER CU YARD</td>
<td>49.71</td>
</tr>
</tbody>
</table>
Exhibit C

St. Paul & Pacific Railway Guidelines

See below
Guidelines for Document Submission
Railroad Right of Way

The requested documents and fee payments must be emailed and mailed to addresses below prior to any and all work within the Railroad Right of Way.

Application for Right of Entry (Contact Nikolas Shepard and/or Brenda Rivera for form)
A one-time, nonrefundable Application Processing Fee is: $1,500.00
- General Contractor shall include all subcontractors and submit requested documents.
- All work within the Railroad Right of Way shall be described in the Scope of Work.

Right of Way Contract (Contact Nikolas Shepard and/or Brenda Rivera for form)
Flag rate for Standard Project is $2000.00/ 8-hour day; Flag rate for Govt. Project is $500.00/day
- Flagging Charges will be assessed to Contractor submitting the Right of Way Release Form.
- Flagging rates are based on an 8-hour day, during Normal Business Hours between 7:30 A.M. and 3:30 P.M, Monday-Friday (excluding Holidays). Flagging required outside of the Normal Business Hours will be assessed as a second Day rate charge.
- Each Contractor shall submit form for each project (Date Specific) unless there is a General Contractor responsible for the entire Project and its Sub-Contractors.

A Flagman is required when work will take place within 25’ of the nearest rail. Rates will be assessed after the completed project and remitted to Contractor for payment.

COI from the General Contractor and ALL Sub Contractors (Submit)
- Certificate of Insurance (COI)
  A Certificate of Insurance is required from each Contractor/Entity who will be working within the Railroad Right of Way. The COI must state that a minimum of 2 Million Dollars in Liability Coverage is possessed by that Contractor as well as the GL policy including the CG2417 Railroad Protective Liability Policy or equivalent “Contractual Liability – Railroads”. The Railroad shall be listed as a certificate holder on each COI. Each COI must be submitted via email. Note that if the project has an established General Contractor, that General Contractor must provide the above-mentioned Railroad Protective Policy.
  Each COI must reflect the Railroad being a Certificate Holder.

Railroad Contact Information
Please email and mail required documents to:

Nikolas Shepard
General Manager of Crossings & Signals
Progressive Rail Inc.
Cell – 1(715)379-4686
nshepard@progressiverail.com

Brenda Rivera
Progressive Rail Inc.
21778 Highview Ave.
Lakeville, MN 55044
brivera@progressiverail.com
Staff report and any attachments for item 8 will be posted to the RTC website no later than 5:00pm on Thursday, June 25, 2020,
RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1) authorizing the Executive Director to enter into a professional engineering services agreement with RailPros, Inc. (Attachment 2) for an amount not to exceed $126,650 to prepare plans, specifications and an engineering estimate to repair an eroded slope embankment near Manresa State Beach as part of the preservation of the Santa Cruz Branch Rail corridor.

BACKGROUND

In July 2018, the RTC entered into an Administration, Coordination and Licensing (ACL) Agreement with St. Paul and Pacific Railroad (SPPR) a company of Progressive Rail which designates SPPR as the new railroad operator. Section 5 of the ACL agreement with SPPR requires that the Commission fund and complete initial repairs to the freight easement property. Initial repairs include repair of storm damage, maintenance of drainage facilities (such as culverts and drainage ditches), bridge repairs, at-grade roadway crossing maintenance, track and ballast repairs, and vegetation control.

In 2018, RTC staff released a Request for Qualifications (RFQ) for engineering services and established a list of qualified on-call engineering consultants for civil engineering, structural engineering/inspections, and construction management along the Santa Cruz Branch Rail corridor. The Commission authorized contracts with on-call engineering consultants on the approved on-call list for the first set of task orders including inspections, analysis and recommendation of repair and rehabilitation work for bridges, culverts, and other infrastructure on the Santa Cruz Branch Rail Line right-of-way.

As part of a preventative maintenance inspection that took place late 2019, staff identified observed erosion of a slope embankment that requires repair along the coastal bluff near Manresa State Beach, as well as distress and displaced lagging of an existing soldier pile retaining wall. To address the active erosion, staff procured a construction contractor, Industrial Railways Company (Part 1 Erosion Control, Contract No. TP2072), to place temporary soil cover consisting of plastic tarp and sand bags along the failing slope.
DISCUSSION

As part of the RTC’s preventative maintenance program for the SCBRL, staff inspects the infrastructure a minimum of twice annually and procures construction contractors as needed to perform maintenance activities. As part of a preventative maintenance inspection that took place in late 2019, staff observed erosion of a slope embankment and displaced lagging of an existing soldier pile retaining wall that requires repair along the coastal bluff near Manresa State Beach. As a temporary measure, plastic soil cover was placed over the eroded slope to stop the active erosion.

To address the permanent repair, staff requested proposals from the RTC’s on-call engineering firms, with a scope of work that includes preparation of plans, specifications, and engineer’s estimate of the permanent repair of the erosion and retaining wall. Two proposals were received, from Biggs Cardosa Associates and from RailPros, Inc. RailPros project approach was stronger, their work plan was more in line with the anticipated level of effort for this repair, and they proposed key staff who were available to work on the project immediately. RailPros proposal included 3 options for the repair:

1. Replace the wall in-kind which would require more maintenance over time, would have the shortest design life, but would be the lowest upfront cost.
2. Replace the existing wall with a soldier pile wall which is an improvement over the existing condition, has a moderate upfront cost, is expected to have a longer design life than option 1, and will require the lowest amount of maintenance over time.
3. Replace the existing wall with a bridge. This improvement would have the longest design life but the highest upfront cost.

Staff recommended that option 2 was the best solution for this repair due to the design life and because it will require less maintenance over time. The draft contract for professional engineering services with RailPros, Inc. for option 2, soldier pile wall is included as Attachment 2. **Staff recommends that the RTC adopt a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a contract (Attachment 2) RailPros, Inc. to prepare plans, specifications, and engineers estimate of the repair for a total contract value not to exceed $125,650 and a term ending on December 31, 2021.**

FISCAL IMPACT

The RTC’s budget for the Santa Cruz Branch Rail Line provides funds to maintain and repair the railroad infrastructure for preservation as needed. RTC’s approved Measure D Five-Year Program of Projects includes a total of $800,000 in FY 19/20 and $166,841 in FY 20/21 for track infrastructure. The FY 20/21 budget includes $349,907 for professional and special services. There is enough capacity remaining in the FY 20/21 budget, and there is enough remaining programming capacity in the FY 19/20 and FY 20/21 Measure D approved Five-Year Program of Projects to fund this work, therefore there are no new fiscal impacts associated with the
proposed contract to prepare the plans, specifications and engineers estimate for the repair.

**SUMMARY**

Staff procured an on-call engineering firm to repair the localized slope failure and distressed retaining wall along the coastal bluff near Manresa State Beach along the Santa Cruz Branch Rail corridor. Staff recommends entering into a contract with RailPros, Inc. to prepare construction documents of the repairs.

**ATTACHMENTS:**
1. Resolution
2. Draft Contract, Scope of Services, Cost Proposal, and Schedule
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 29, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT
WITH RAILPROS, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SLOPE
FAILURE REPAIR NEAR MANRESA STATE BEACH ON THE SANTA CRUZ BRANCH RAIL
CORRIDOR

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz
Branch Rail Line (Branch Line) in October 2012;

WHEREAS, the Commission approved the list of qualified firms in 2018 for Civil
Engineering, Structural Engineering/Inspections, and Construction Management services;

WHEREAS; in July of 2018 the Commission entered into an Administration,
Coordination and Licensing (ACL) Agreement with St. Paul and Pacific Railroad (SPPR) a
company of Progressive Rail which designates SPPR as the new railroad operator, with
Section 5 of the ACL agreement requiring that the Commission fund and complete initial
repairs to the freight easement property;

WHEREAS; As part of a preventative maintenance inspection that took place late
2019, staff identified observed erosion of a slope embankment that requires repair along
the coastal bluff near Manresa State Beach, as well as distress and displaced lagging of an
existing soldier pile retaining wall;

WHEREAS; in January 2020 the Commission authorized the Executive Director to sign
a construction by informal bidding contract with Industrial Railways Company (Part 1
Erosion Control, Contract No. TP2072), to place temporary soil cover consisting of plastic
tarp and sand bags along the failing slope; and

WHEREAS, professional engineering services are required to prepare construction
documents of the permanent repair of the eroded slope and failing retaining wall;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION
COMMISSION THAT:

1. The Executive Director is authorized to negotiate and enter into a professional
engineering services agreement with RailPros, Inc. for a not to exceed amount of
$126,650 for professional engineering services for the slope failure repair near
Manresa State Beach on the Santa Cruz Branch Rail line;

2. The Executive Director is authorized to issue amendments to the professional
engineering services agreement for term and/or for compensation for a total
combined amendment value of $50,000 provided there is enough approved budget
capacity for proposed current year’s work and enough programming capacity for future year’s work.

3. The Chair is authorized to authorize the Executive Director to issue additional amendments to the professional engineering services agreement for compensation for up to $100,000 in total amendment value, provided there is enough approved budget capacity for proposed current year’s work and enough programming capacity for future year’s work.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

__________________________
Bruce McPherson, Chair

ATTEST:

____________________________
Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers
CONTRACT No. TP2080
PROFESSIONAL ENGINEERING SERVICES CONTRACT

THIS AGREEMENT made and entered into this _____ day of ____________, 2020 by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and RailPros, Inc., hereinafter called CONSULTANT for Professional Engineering Services for the design of the Slope Failure Repair near Manresa State Beach. The parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill to accomplish the following results: Professional Engineering Services for the design of the Slope Failure Repair near Manresa State Beach, as specified in Exhibit A: Scope of Services, which by this reference is incorporated herein.
   B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aaron Silver</td>
<td>RailPros, Inc.</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>

   C. No person named in paragraph B of this Article or in the Fee Schedule /Cost Proposal (Exhibit C), or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager.
   D. This contract includes the subcontractors and/or subconsultants listed in Exhibit C: Fee Schedule/Cost Proposal.
   E. Except as expressly authorized herein, CONSULTANT’s obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.
   F. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS
      1. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for COMMISSION’S Contract Manager to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
      2. CONSULTANT’s Project Manager shall meet with the COMMISSION’s Contract Manager, as needed, to discuss progress on the CONTRACT.

2. COMPENSATION. In consideration for CONSULTANT accomplishing work to be performed under this CONTRACT (as described in Exhibit A: Scope of Services and Exhibit B: Project Schedule), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule/Cost Proposal, dated May 8, 2020, attached hereto (Exhibit C) and incorporated by reference. The consideration to be paid to CONSULTANT as pervaded herein shall be for all CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless
otherwise expressly so provided. If there is any conflict between the approved Fee Schedule/Cost Proposal and this CONTRACT, this CONTRACT shall take precedence.

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT’s Fee Schedule/Cost Proposal (Exhibit C). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this CONTRACT. The CONSULTANT will be reimbursed within thirty (30) days upon receipt by COMMISSION’s Contract Manager of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Fee Schedule/Cost Proposal (Exhibit C). Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current CalHR rules or to employees under current U.S. General Service Administration rules.

C. CONSULTANT shall be solely responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payment as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the CONTRACT.

D. Progress payments for this CONTRACT will be made monthly in arrears based on services provided and actual costs incurred.

E. CONSULTANT shall not commence performance of work or services until this CONTRACT has been approved by COMMISSION, and notification to proceed has been issued by COMMISSION’S Contract Manager. No payment will be made prior to approval or for any work performed prior to approval of this CONTRACT.

F. A CONTRACT is of no force or effect until returned to COMMISSION and signed by an authorized representative of COMMISSION. No expenditures are authorized on a project and work shall not commence until the CONTRACT for that project has been executed by COMMISSION.

G. If the consultant fails to satisfactorily complete a deliverable according to the schedule set forth in the CONTRACT, no payment will be made until the deliverable has been satisfactorily completed.

H. The total amount payable by COMMISSION for this CONTRACT shall not exceed $126,650.

3. FUNDING REQUIREMENTS

A. It is mutually understood between the CONSULTANT and COMMISSION that this CONTRACT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the CONTRACT were executed after that determination was made.

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

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

D. COMMISSION has the option to terminate the CONTRACT pursuant to Section 5: Termination, or by mutual agreement to amend the CONTRACT to reflect any reduction of funds.

4. RETENTION OF FUNDS.
A. No retainage will be withheld by the COMMISSION from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants (as identified in Article 1) is prohibited, and no retainage will be held by the CONSULTANT or subconsultants from progress payments due to subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code and/or Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, statutory, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant, or other good faith dispute that legally permits a CONSULTANT to withhold payments to subconsultants under California law or good cause that allows CONSULTANT to withhold payment under federal law. This provision applies to both DBE and non-DBE subconsultants.

5. TERM.

A. This CONTRACT shall go into effect on the date the COMMISSION executes the contract; contingent upon prior approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’S Contract Manager. The CONTRACT shall end on December 31, 2022, unless earlier terminated or extended by CONTRACT amendment.

B. The CONSULTANT is advised that this CONTRACT is not binding and enforceable until it is approved by the COMMISSION's board and fully executed.

6. TERMINATION.

A. This CONTRACT may be terminated by COMMISSION, for cause or without cause provided that COMMISSION gives not less than ten (10) calendar days written notice of its intent to terminate in the event of termination for cause provides and the reasons for termination stated in the notice.

B. COMMISSION may temporarily suspend this CONTRACT, at no additional cost to COMMISSION provided that CONSULTANT is given written notice of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this CONTRACT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this CONTRACT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this CONTRACT for damages sustained by COMMISSION by virtue of any breach of this CONTRACT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COMMISSION from CONSULTANT is determined.

D. If COMMISSION terminates this CONTRACT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this CONTRACT for services satisfactorily performed prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the CONTRACT, in which case the overage shall be deducted from any sum due CONSULTANT under this CONTRACT and the balance, if any, shall be paid to CONSULTANT upon demand.

E. Upon termination, COMMISSION shall be entitled to all CONSULTANT’s work produced under this CONTRACT, including, but not limited to, reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to that date, whether or not complete.
F. COMMISSION may terminate this CONTRACT for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or CONSULTANT's principal, or if CONSULTANT or CONSULTANT's principal makes an assignment for the benefit of creditors.

G. CONSULTANT may terminate this CONTRACT by giving the COMMISSION at least one hundred and twenty (120) days advance written notice. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such early termination, including but not limited to reprocurement costs of the same or similar services defaulted or not provided by CONSULTANT under this Agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION its governing body, officers, officials, agents, employees and volunteers from and against:

A. Any and all claims, demands, costs, or liability arising from or connected with the services provided under this CONTRACT due to willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney’s fees, incurred by COMMISSION in defending against claims ultimately determined to be due to willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents; and

B. Any and all Federal, State and Local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT’S officers, subconsultants employees, volunteers, or agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. SAFETY.

A. The CONSULTANT shall comply with OSHA, Cal-OSHA, and all other regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COMMISSION Safety Officer and other COMMISSION representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. If any work might be conducted on the rail line or within the rail line right-of-way: CONSULTANT personnel (officers, employees, volunteers, or agents) and any subcontractors must submit and comply with the “right-of-entry agreement” with St. Paul & Pacific Railway, LLC (a subsidiary of Progressive Rail, Inc.), or its successor, as applicable, the terms and conditions of which are incorporated herein by this reference, and shall wear hard hats and safety vests at all times while working on the Santa Cruz Branch Rail Line or within the rail line right-of-way.

Pursuant to the authority contained in Section 591 of the Vehicle Code, COMMISSION has determined that such areas within the limits of the project are open to public traffic unless otherwise identified as private property. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles.

C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit as outlined in Labor Code sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.
D. Safety training required by SCCRTC or St. Paul & Pacific Railway must be completed prior to commencing work within the right of way, and proof of completion must be produced on demand to any agent of SCCRTC, St. Paul & Pacific Railway, or Federal Railroad Administration.

9. **INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this CONTRACT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT’S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. Types of Insurance and Minimum Limits

1. Workers’ Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here.

2. Automobile Liability Insurance for each of CONSULTANT’S vehicles used in the performance of this CONTRACT, including owned, non-owned (e.g. owned by CONSULTANT’S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COMMISSION both certify to this fact by initialing here.

3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of two million dollars ($2,000,000) per occurrence, and $4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability Insurance in the minimum amount of one million dollars ($1,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION.

5. Railroad Protective Liability Insurance in the minimum amount of two million dollars ($2,000,000) per occurrence and six million ($6,000,000) aggregate, if any work is to be conducted within the rail line right-of-way or within fifty (50) feet of the track.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this CONTRACT.

B. Other Insurance Provisions

1. If any insurance coverage required in this CONTRACT is provided on a “Claims Made” rather than “Occurrence” form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this CONTRACT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter “POST CONTRACT COVERAGE”) and any extensions thereof. CONSULTANT may maintain the required POST CONTRACT COVERAGE by renewal or purchase of prior acts or tail coverage. This provision is contingent upon POST CONTRACT COVERAGE being both available and reasonably affordable in relation to the coverage provided during the term of this CONTRACT. For purposes of interpreting this requirement, a cost not exceeding
125% of the last annual policy premium during the term of this CONTRACT in order to purchase prior acts or tail coverage for POST CONTRACT COVERAGE shall be deemed to be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2. All policies of Commercial General Liability Insurance and Railroad Protective Liability Insurance, if required, shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its governing body, officials, employees, agents and volunteers, and St. Paul & Pacific Railway, LLC (a subsidiary of Progressive Rail, Inc.), or its successor, and its officials, employees, agents and volunteers, if any work will be undertaken in the rail right-of-way or within fifty (50) feet from the track, as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.

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

“This insurance shall not be canceled until after thirty (30) days (10 days for nonpayment of premium) prior written notice has been given to:
Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

Should CONSULTANT fail to obtain such an endorsement to any policy required hereunder, CONSULTANT shall be responsible to provide at least thirty (30) days’ notice (10 days for non-payment of premium) of cancellation of such policy to the COMMISSION as a material term of this CONTRACT.

4. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this CONTRACT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to take reasonable action to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least ten (10) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. All Certificates of Insurance and notices endorsements shall be delivered or sent to:
Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

5. The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this CONTRACT. In the event said insurance coverage expires at any time or times during the term of this CONTRACT, the CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the CONTRACT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the COMMISSION. In the event the
CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the COMMISSION may, in addition to any other remedies it may have, terminate this CONTRACT upon occurrence of such event.

6. If any insurance policy of CONSULTANT required by this CONTRACT includes language conditioning the insurer’s legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.

7. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONSULTANT’s insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer’s liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this CONTRACT so as to not prevent any of the parties to this CONTRACT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer’s liability.

8. CONSULTANT hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONSULTANT may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. 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 COMMISSION has received a waiver of subrogation endorsement from the insurer.

9. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this CONTRACT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. FEDERAL, STATE AND LOCAL LAWS.

A. CONSULTANT warrants that in the performance of this CONTRACT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

11. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gove Code 12990 and 2 CCR 8103. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
B. During the performance of this CONTRACT, the CONSULTANT and its subconsultants shall not deny the CONTRACT benefits to any person on the basis of race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS status), mental disability, medical condition (e.g., cancer), genetic information, marital status, gender, gender identity, gender expression, sexual orientation, age (over 40), military or veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq 2 CCR 11000 et seq.), the provisions of Government Code section 11135 to 11139.5, and the regulations of standards adopted by the COMMISSION to implement such article.

C. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other CONTRACT.

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

E. The CONSULTANT, with regard to the work performed under this CONTRACT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

F. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

G. CONSULTANT and its subconsultants shall permit access to all records of employment, employment advertisements, 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 State to investigate compliance with this Article.

H. In the event of CONSULTANT’s non-compliance with the non-discrimination clauses of this CONTRACT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the CONTRACT in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

12. HARASSMENT. The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.
13. PROHIBITION OF EXPENDING COMMISSION, STATE, OR FEDERAL FUNDS FOR LOBBYING.

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or COMMISSION appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the State Legislature or United States Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding this CONTRACT or with the extension, continuation, renewal, amendment, or modification of this CONTRACT.

2. If any funds other than state or federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

14. CONFLICT OF INTEREST.

A. During the term of this agreement, CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this CONTRACT, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this CONTRACT, or any ensuing COMMISSION construction project, which will follow.

B. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this CONTRACT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this CONTRACT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.

C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACT. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
E. CONSULTANT further certifies that neither CONSULTANT or subconsultant, nor any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or any contract to provide construction inspection for any construction project resulting from this CONTRACT, has established necessary controls to ensure a conflict of interest does not exist. An affiliate firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

15. **LICENSES.** If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this CONTRACT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

16. **DEBARMENT AND SUSPENSION CERTIFICATION.**

A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to the COMMISSION. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

17. **INDEPENDENT CONSULTANT STATUS.**

A. CONSULTANT and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent CONSULTANT and not an employee of COMMISSION. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits provided by the COMMISSION. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

1. **PRINCIPAL TEST:** The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

2. **SECONDARY FACTORS:** (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONSULTANT and COMMISSION
believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business. It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.

B. It is understood and agreed that CONSULTANT (including CONSULTANT’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT’s assigned personnel, officers, employees, agents, or subconsultants shall not be entitled to any benefits payable to COMMISSION employees, including, but not limited to, healthcare, retirement, and leave benefits.

C. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COMMISSION’S obligation to make payments to the CONSULTANT.

D. COMMISSION is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the CONTRACT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT’s assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION, its governing body, officers, employees, and agents, harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this CONTRACT.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

A. CONSULTANT agrees that the CONTRACT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COMMISSION.

D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

E. CONSULTANT and subconsultant shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. RETENTION OF RECORDS/AUDIT.

A. For the purpose of determining compliance with Government Code section 8546.7, CONSULTANT, its subconsultants, and COMMISSION shall maintain and make available for
inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the CONTRACT, including but not limited to, the costs of administering the CONTRACT. All parties shall make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.

B. The state, State Auditor, and COMMISSION shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the CONTRACT and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The Federal Highway Administration (FHWA) or other authorized representative of the federal government shall also have access to the records described in this paragraph, if federal funds are used in this CONTRACT.

20. **INSPECTION OF WORK.** The CONSULTANT and any subconsultant shall permit the COMMISSION, the STATE, and the FHWA or FTA if federal participating funds are used in this CONTRACT, to review and inspect the project activities and files at all reasonable times during the term of this CONTRACT including review and inspection on a daily basis.

21. **ACKNOWLEDGMENT.** CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

22. **WORK PRODUCTS/OWNERSHIP OF DATA.** All material, data, information, and written, graphic or other work produced under this CONTRACT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. CONSULTANT shall have no property right therein whatsoever.

A. Upon completion of all work under this CONTRACT, the COMMISSION shall be entitled to and the CONSULTANT shall deliver to the COMMISSION reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimated performed to that date, whether completed or not, and other such materials as may have been prepared by CONSULTANT in performing this CONTRACT which is not CONSULTANT’s privileged information, as defined by law or CONSULTANT’s personnel information along with all other property belonging exclusively to the COMMISSION which is in the CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this CONTRACT must be approved in writing by the COMMISSION.

B. Additionally, it is agreed that the Parties intend this to be an CONTRACT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COMMISSION without restriction or limitation upon its use or dissemination by COMMISSION.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this CONTRACT. Any reuse by COMMISSION for another project or project location shall be at COMMISSION’s sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the CONTRACT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
E. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section F below. If copyrights are permitted, the agreement shall provide that the COMMISSION shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

23. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION’s operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this CONTRACT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the CONTRACT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the CONTRACT or COMMISSION’s actions on the same, except to COMMISSION’s staff, CONSULTANT’s own personnel involved in the performance of this CONTRACT, at public hearings or in response to questions from a government entity.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this CONTRACT without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION’S written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COMMISSION. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this CONTRACT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COMMISSION or except by court order. If CONSULTANT or any of its officers, employees, or subconsultants does voluntarily provide information in violation of this CONTRACT. CONSULTANT shall indemnify and reimburse COMMISSION for any damages caused by CONSULTANT releasing the information, including, but not limited to, COMMISSION’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public CONTRACT Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

25. EVALUATION OF CONSULTANT. CONSULTANT’s performance will be evaluated by COMMISSION. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the CONTRACT record.

26. DRUG-FREE WORKPLACE. CONSULTANT shall comply with the provisions of Government Code § 8350 et seq., regarding Drug-Free Workplace Certification, and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

27. CHANGE IN TERMS.
A. This Agreement may be amended or modified only by mutual written agreement of the parties.

B. No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COMMISSION’s Contract Manager.

28. DISPUTES. This CONTRACT shall be construed under the laws of the State of California. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this CONTRACT and shall comply with COMMISSION’s instructions.

Prior to either party commencing any legal action under this CONTRACT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after thirty (30) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this CONTRACT that is not disposed of by agreement shall be decided by a committee consisting of the COMMISSION’s Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONSULTANT. The committee’s determination regarding such dispute shall be final unless the committee determines, in its sole discretion, that the dispute shall be determined by the Board of COMMISSION.

B. Not later than 30 days after completion of all work under the CONTRACT, CONSULTANT may request review by COMMISSION Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this CONTRACT.

29. CLAIMS FILED BY COMMISSION’s CONSTRUCTION CONTRACTOR.

A. If claims are filed by COMMISSION’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COMMISSION’s construction CONTRACT administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT’s personnel that COMMISSION considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COMMISSION. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this CONTRACT.

C. Services of CONSULTANT’s personnel in connection with COMMISSION’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this CONTRACT in order to resolve the construction claims.

30. AUDIT REVIEW PROCEDURES.

A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this Agreement that is not disposed of by agreement, shall be reviewed by the COMMISSION’S Contract Manager and Executive Director.

B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION’S Executive Director of unresolved audit issues. The request for
review will be submitted in writing. The Executive Director’s determination regarding such
dispute shall be final unless the Executive Director determines, in its sole discretion, that the
dispute shall be determined by the RTC COMMISSION.

C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the
CONSULTANT from full and timely performance, in accordance with the terms of this
CONTRACT.

D. CONSULTANT and subconsultants’ contracts, including cost proposals and indirect cost rates
(ICR), are subject to audits or reviews such as, but not limited to, a CONTRACT Audit, an
Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper
Review. If selected for audit or review, the CONTRACT, Fee Schedule/Cost Proposal (Exhibit
C) and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48
CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit
Workpaper Review it is CONSULTANT’s responsibility to ensure federal, state, or local
government officials are allowed full access to the CPA’s workpapers. The CONTRACT, cost
proposal, and ICR shall be adjusted by CONSULTANT and approved by COMMISSION
Contract Manager to conform to the audit or review recommendations. CONSULTANT agrees
that individual terms of costs identified in the audit report shall be incorporated into the
CONTRACT by this reference if directed by COMMISSION at its sole discretion. Refusal by
CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal,
State, or local governments have access to CPA workpapers, will be considered a breach of
CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior
reimbursed costs.

E. CONSULTANT’s Fee Schedule/Cost Proposal (Exhibit C) may be subject to a CPA ICRA Audit
Work Paper Review and/or audit by the Independent Office of Audits and Investigation (IOAI).
IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation.
The Fee Schedule/Cost Proposal (Exhibit C) shall be adjusted by the CONSULTANT and
approved by the COMMISSION Contract Manager to conform to the Work Paper Review
recommendations included in the management letter or audit recommendations included in the
audit report. Regular by the CONSULTANT to incorporate the Work Paper Review
recommendations included in the management letter or audit recommendations included in the
audit report will be considered a breach of the CONTRACT terms and cause for termination of
the CONTRACT and disallowance of prior reimbursed costs.

1) During IOAI’s review of the ICR audit work papers created by the CONSULTANT’s
independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a
resolution of issues that arise during the review. Each party agrees to use its best efforts
to resolve any audit disputes in a timely manner. If IOAI identifies significant issues
during the review and is unable to issue a cognizant approval letter, COMMISSION will
reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition
Regulation) compliant ICR e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing
Standards); CAS (Cost Accounting Standards), if applicable; in accordance with
procedures and guidelines of the American Association of State Highways and
Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and
guidelines; is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted
rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two
hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of
the proposed rate.
c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to COMMISSION final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COMMISSION; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COMMISSION no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COMMISSION and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

31. SUBCONTRACTING.

A. The CONSULTANT is responsible for performing the work required under this CONTRACT in a manner acceptable to COMMISSION. The CONSULTANT’s organization and all associated consultants and subconsultants must be identified in Article 1 of this CONTRACT or the Fee Schedule/Cost Proposal (Exhibit C). If the CONSULTANT wishes to use a subconsultant not specified in this CONTRACT or Exhibit C, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of this CONTRACT. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331.

B. Nothing contained in this CONTRACT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COMMISSION’S obligation to make payments to the CONSULTANT.

C. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this CONTRACT shall be subcontracted without prior written authorization by the COMMISSION’S Contract Manager, except that, which is expressly identified in the approved Fee Schedule/Cost Proposal (Exhibit C).

D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COMMISSION.
E. All subcontracts entered into as a result of this CONTRACT shall contain all the provisions stipulated in this CONTRACT to be applicable to subconsultants.

E. Any substitution of subconsultants must be approved in writing by the COMMISSION’s Contract Manager prior to the start of work by the subconsultant.

F. The CONSULTANT hereby agrees that neither CONSULTANT, nor any firm affiliated with the CONSULTANT, will bid on or enter into any construction CONTRACT, or on any CONTRACT to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

G. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this CONTRACT shall be eligible to bid on or enter into any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT.

32. EQUIPMENT PURCHASE.

A. Prior authorization in writing, by COMMISSION’s Contract Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT’s Fee Schedule/Cost Proposal (Exhibit C) and exceeding $5,000 prior authorization by COMMISSION’s Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this CONTRACT is subject to the following:

1. “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COMMISSION shall receive a proper refund or credit at the conclusion of the CONTRACT, or if the CONTRACT is terminated, CONSULTANT may either keep the equipment and credit COMMISSION in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COMMISSION procedures; and credit COMMISSION in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COMMISSION and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COMMISSION.”

2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

33. STATE PREVAILING WAGE RATES.

A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work, as may be amended.

B. No CONSULTANT or subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code
1725.5. Registration with DIR must be maintained throughout the entire term of the contract, including any subsequent amendments.

C. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determination applicable to work under this CONTRACT are available and on file with the Department of Transportation’ Regional/District Labor Compliance Officer. (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this CONTRACT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COMMISSION construction sites, at COMMISSION facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COMMISSION projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

D. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

E. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
   a. The information contained in the payroll record is true and correct.
   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COMMISSION representative’s at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations or other party given the right to inspect the payroll records under state law. Certified payrolls submitted to COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
c. The public shall not be given access to certified payroll records by the CONSULTANT, but shall be available upon request made through COMMISSION or the Department of Industrial Relations. The CONSULTANT is required to forward any requests for certified payrolls to the COMMISSION Contract Administrator by both email and U.S. Mail no later than the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request. In the case of a request from a member of the public, the ten (10 days) shall be from the date of the request from the member of the public. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, the CONSULTANT or Subconsultant shall, as a penalty to COMMISSION, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COMMISSION shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform COMMISSION of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COMMISSION, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COMMISSION Contract Manager.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COMMISSION a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the CONTRACT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting
their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the CONTRACT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
   a. The CONTRACT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
   c. Upon becoming aware of the subconsultant’s failure to pay the specified prevailing rate of wages to the subconsultant’s workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
   d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant’s employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COMMISSION shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If COMMISSION determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COMMISSION did not retain sufficient money under the CONTRACT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COMMISSION.

F. Hours of Labor: Eight (8) hours labor constitutes a legal day’s work. The CONSULTANT shall forfeit, as a penalty to the COMMISSION, twenty-five dollars ($25) for each worker employed in
the execution of the CONTRACT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the CONTRACT or the subcontract exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the CONTRACT work. The CONSULTANT is responsible for all subconsultants’ compliance with these requirements. Penalties are specified in Labor Code §1777.7.

E. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

35. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this CONTRACT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion; to terminate the CONTRACT without liability; to pay only for the value of the work actually performed; or to deduct from the CONTRACT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

36. BROKERAGE OR OTHER FEES. CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding, for a commission, percentage, brokerage or contingent, excepting bona fide employees or bona fide commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COMMISSION shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.”

37. NOTIFICATION. All notices hereunder and communications regarding interpretation of the terms of this CONTRACT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed or emailing with delivery receipt requested as follows:

CONSULTANT:

Rail Pros
Aaron Silver, Project Manager
811 Wilshire Blvd, Suite 1820
38. **FORCE MAJEURE**

Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this CONTRACT or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government, either in its sovereign or contractual capacity, fire, floods, epidemics and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, or severe weather provided, however, that party which has been so affected will promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore. The party claiming force majeure shall promptly notify the other party of the termination of the event and shall resume its performance under this CONTRACT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this CONTRACT has been suspended because of an event of force majeure, the other party may likewise suspend the performance of its obligations under this CONTRACT to the extent that the suspension is reasonable.

39. **COMPLETE CONTRACT.**

A. **CONTRACT:** The two parties to this CONTRACT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this CONTRACT constitutes the entire CONTRACT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this CONTRACT as evidenced by the signatures below.

B. **COMMISSION DESIGNEE:** The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this CONTRACT subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. **COMPLETE AGREEMENT, INCLUDING ATTACHMENTS.** This CONTRACT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the CONTRACT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this CONTRACT shall not affect the validity of other terms or conditions. The COMMISSION’s waiver of CONSULTANT’s performance of any term(s) or condition(s) of this CONTRACT shall not be construed as a waiver for any future performance of such term(s) or conditions(s).

D. Attachments are:
   - Exhibit A: Scope of Services
   - Exhibit B: Project Schedule
   - Exhibit C: Fee Schedule

Required Caltrans Local Assistance Procedures Manual Forms:
   - Exhibit 10-H: Cost Proposal
Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 2080 to be executed on the date first written above.

1. **CONSULTANT**

   By: _______________________________
   Aaron Silver, RailPros, Inc.
   DATE: ____________________________

2. **SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION**

   By: _______________________________
   Guy Preston, Executive Director
   DATE: ____________________________

   Company Name: Rail Pros
   Address: 811 Wilshire Blvd, Suite 1820
            Los Angeles, Ca 90017
   Telephone: ( 916 ) 677-9308
   Email: Aaron.Silver@railpros.com

3. **APPROVED AS TO INSURANCE:**

   RTC Administrative Services Officer
   DATE: ____________________________

4. **APPROVED AS TO FORM:**

   COMMISSION Counsel
   DATE: ____________________________

DISTRIBUTION:
RTC Fiscal & Contract Manager
CONSULTANT

Page 23
EXHIBIT A: SCOPE OF SERVICES
SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

Under this task the Project Manager (PM) will be responsible for performing the following work:

1. **Safety**: The PM will verify that all project staff are Class 1 Railroad safety qualified before entering the project site.

2. **Kickoff Meeting**: The PM will conduct a kickoff meeting at a time and location as directed by SCCRTC. The main purpose is to make sure all team members have a clear understanding of project objectives, design requirements, and schedule. All key project personnel will be introduced and will define their respective roles and responsibilities. We will also discuss the project scope, key issues, and general coordination topics. The kickoff meeting will be followed by a site review.

3. **Invoicing and Budget Management**: RailPros’ project management accounting provides a weekly update of all project costs. The PM will review weekly reports and will be apprised of cost performance. Invoices will be sent to SCCRTC monthly. Rates will be compliant with the 10H form attached to this contract.

4. **Schedule Management**: The PM will monitor the project schedule. The schedule will serve as an effective tool to focus on ongoing activities, identify and communicate potential concerns, and take corrective actions as warranted.

5. **Attend Design Progress Meetings**: The PM will conduct design reviews for 65%, 90%, 100% submittals. Biweekly calls will be held regularly or as needed.

6. **Site Access**: The PM will coordinate with SCCRTC for all site access. SCCRTC will be responsible for coordinating with all property owners and 3rd parties to arrange for required access. SCCRTC will be responsible for all associated costs.

Task 2 – Data Collection

1. **Survey**

   **Survey control** will be established on-site using RTK-GPS ties to existing Santa Cruz County GPS Control Points referenced on the Records of Survey filed in 81-M-11, 87-M-48, and 89-M-19 (Santa Cruz County Records), and based on the North American Datum of 1983 (NAD83), 1991.35 epoch. Coordinates will be based on the California Coordinate System of 1983 (CCS83), Zone III. Elevations will be based on North American Vertical Datum of 1988 (NAVD88) elevations published by Santa Cruz County for nearby benchmarks using closed loop, digital levelling methods.

   **Topographic Survey and Mapping for New Soldier Pile Wall**
   
   a. Perform cross-section survey of railroad at 50-foot intervals.
   
   b. Perform topographic survey of all hardscape and softscape, including grade breaks, high points, lowpoints. In flat areas, measure spot elevations in a grid pattern at 50-foot intervals.
   
   c. Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards,
general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.

d. Trees 6” in diameter or larger will be located.

e. Prepare topographic map at a 1” = 20’ scale.

2. Geotechnical
The site is along the coastline which does not have a direct access from the roadway therefore access from private property driveway will be required. One boring will be drilled to about 100’ depth to classify the formation and its strength. This data can be used for a tie-back wall system if determined needed.

The geotechnical services will include field exploration to 100 feet at or near the subject site. The work will be accomplished using a track mounted mud rotary drill rig. Also included are laboratory testing, engineering analysis, coordination, and interaction with the design team for developing repair recommendations, and geotechnical report summarizing findings and recommendations. A draft report, and a final report will be prepared.

TASK 3 – FINAL DESIGN
The Consultant will prepare final design of the wall repair and slope failure stabilization in the form of bid plans and specifications along with cost estimates (PS&E). The PS&E will be delivered to SCCRTC at 65%, 90%, and 100% completion for review and comment.

The retaining wall design is intended to be a soldier pile wall - CIDH H pile with concrete lagging – for the length of the existing distressed wall which will be confirmed in the field. Design plans will be prepared to scale and will include plan and elevation views, section, and details for the wall system.

TASK 4 – QUALITY CONTROL
Prior to each submittal a Quality Control Engineer will review all deliverables in accordance with RailPros QC procedures. Any errors found will be documented and corrected. The PM will also review the deliverables to verify that all pertinent project communications and decisions have been incorporated into the PS&E as appropriate.

TASK 5 – BIDDING AND CONSTRUCTION SUPPORT
Consultant will support SCCRTC by providing responses to potential bidder requests for information and clarifications during the bidding phase.

Task 5.1 – Construction RFIs
Consultant will review and respond in writing to contractor-generated RFIs that are regarding the contract documents developed and provided by Consultant.

Task 5.2 – Construction Submittal Reviews
Consultant will review and respond in writing to contractor-generated submittals that are regarding the contract documents developed and provided by Consultant.
Task 5.3 – Construction Inspection/Troubleshooting
Consultant will visit the site as requested on a specific as-needed basis and perform inspection or troubleshooting of the repair work. This will be considered as additional work.

Task 5.4 – As-built Plans
Consultant will prepare as-built plans using the drawings produced by Consultant during the design. As-built plans will be constructed from a record of as-built changes that were recorded by the construction contractor or SCCRTC based on site inspection.
EXHIBIT B: PROJECT SCHEDULE
### Design Schedule

**SCCRTC  Santa Cruz Branch Rail Line Corridor—SLOPE STABILIZATION AND RETAINING WALL DESIGN**

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EXHIBIT C: FEE SCHEDULE/COST PROPOSAL
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**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)**

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(Construction Engineering and Inspection Contracts)

**Note:** Mark-ups are Not Allowed

**Consultant or Subconsultant:** RailPros, Inc  
**Contract No.:** Structures Inspection & Engineering On-Call Services  
**Date:** 6/18/20

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<th>Fringe Benefit</th>
<th>0.00%</th>
<th>+ Overhead % (= 0% if Included in OH)</th>
<th>+ General Administration</th>
<th>0.00%</th>
<th>167.32%</th>
<th>Combined Indirect Cost Rate (ICR) FEE = 10.00%</th>
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**BILLING INFORMATION**

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<th>Name/Job Title/Classification</th>
<th>Hourly Billing Rates2</th>
<th>Effective date of hourly rate</th>
<th>Actual or Avg. hourly rate3</th>
<th>% or $ increase</th>
<th>Hourly range - for classifications only</th>
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<td>6/1/20 - 5/31/21</td>
<td>$140</td>
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<td>6/1/20 - 5/31/21</td>
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<td>$30</td>
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1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate • (1+ ICR) • (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**NOTES:**
Denote all employees subject to prevailing wage with an asterisk (*) For ‘Other Direct Cost’ listing, see page 2 of this Exhibit

---

9-37
EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant’s Full Legal Name: RailPros Incorporated

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate % OR
Home Office Rate 167.32 % and Field Office Rate (if applicable) 121.00 %
Facilities Capital Cost of Money % (if applicable)

Fiscal period *2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant’s one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:
- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost
accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $62,480,446 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 21.
- Years of consultant’s experience with 48 CFR Part 31 is 14.
- Audit history of the consultant’s current and prior years (if applicable)
  - ☑ Cognizant ICR Audit
  - ☑ Local Gov’t ICR Audit
  - ☐ Caltrans ICR Audit
  - ☐ CPA ICR Audit
  - ☐ Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Stuart Hall
Title**: Treasurer/CAO
Date of Certification (mm/dd/yyyy): 06/18/20
Email**: stuart.hall@railpros.com
Phone Number**: 682-223-0436

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Page 2 of 2
March 2018
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AGENDA: June 29, 2020

TO: Santa Cruz County Regional Transportation Commission
FROM: Grace Blakeslee, Senior Transportation Planner
RE: Soil Investigation and Environmental Engineering Contract

RECOMMENDATIONS

Regional Transportation Commission staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1):

1. Authorizing the Executive Director to enter into a Master Agreement for on-call services with Ninyo & Moore to provide soil investigation and environmental engineering services associated with development of the Monterey Bay Sanctuary Scenic Trail (MBSST) and work on the Santa Cruz Branch Rail Line and to negotiate Task Order #1;
2. Amending the Measure D 5-year program of projects for the Active Transportation/MBSST-Rail Trail category to add $17,500 to the North Coast Segment 5 line and $17,500 to ongoing RTC oversight, coordination, and assistance, including on development of future trail sections line for a total of $35,000 for Task Order #1; and
3. Amending the FY 2020-21 budget for MBSST to add $35,000 to the professional services line for this contract.

BACKGROUND

In 2012, the RTC purchased the Santa Cruz Branch Rail Line (SCBRL) from Union Pacific Railway. Prior to the purchase of the Santa Cruz Branch Rail Line, Phase I and Phase II Environmental Site Assessments were performed to determine if contaminants were present along the approximately 32-mile rail line right-of-way. Due to the findings of the Santa Cruz Branch Rail Line Environmental Site Assessments that arsenic and other contaminants were detected on site, the RTC entered into a Remedial Action Agreement with the County of Santa Cruz Environmental Health Division (CSCEHD) in May 2017. This agreement specifies that CSCEHD is assuming the role as the regulatory oversight agency for characterization and potential remedial action under Sections 101480 through 101490 of the California Health and Safety Code. SCCRTC is considered the Responsible Party as defined in California Health and Safety Code section 101480. The Remedial Action Agreement requires that the RTC notify CSCEHD of any planned activity authorized by the RTC within the rail corridor that results in soil disturbance.
In November 2013, the RTC adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan and certified a programmatic Environmental Impact Report. The 32-mile Coastal Rail Trail located on the Santa Cruz Branch Rail Line serves as the spine of the 50-mile MBSST Network and will connect to Monterey County’s system of existing and planned trails. The MBSST is separated into 20 segments for planning and project delivery purposes with 16 of these segments along the rail right-of-way. MBSST Segments are defined in the MBSST Network Master Plan and are in various stages of development and are described on project specific fact sheets located at https://sccrtc.org/mbsst.

**DISCUSSION**

Soil investigation, sampling and analysis for potential contaminants on the rail corridor in the area of trail segments 7 and 18 and the Aptos Village Trout Gulch crossing were prepared by project sponsors to respond to requests from County of Santa Cruz Environmental Health Division (CSCEHD) in their oversight capacity of preconstruction and construction activities. RTC staff observed the lengthy process experienced by project sponsors to develop the soil investigation, sampling and mitigation actions directed by CSCEHD, which increased project costs. In an effort to streamline potential soil investigation for future trail segments on the Santa Cruz Branch Rail Line, improve coordination and support efficient use of project funds, and meet the requirements of the Remedial Action Agreement, RTC staff identified a need to procure a consultant that specializes in soil investigation and environmental engineering. In addition, RTC is responsible for working with CSCEHD for Segment 5 of the rail trail on the north coast. The need for soil investigation work on Segment 5 is still being evaluated and a consultant with expertise in this area would be beneficial in working with CSCEHD.

RTC staff released a Request for Statement of Qualifications (RFQ) on May 13, 2020 to seek a qualified firm to provide on-call soil investigation and environmental engineering services. The RFQ requested interested firms to demonstrate their ability to provide RTC with services that would support RTC and CSCEHD in developing soil assessment work plans for future trail segments. The RFQ also requests information from interested firms to demonstrate their ability to complete subsequent soil assessments, site characterizations, soil sampling, remediation and mitigation and assist with developing guidelines for other activities on the Santa Cruz Branch Rail Line.

The RFQ proposes to administer these services as an on-call contract since the scope of work is not yet clearly defined and may include a range of
tasks. The on-call work would be administered under a Master Contract with one firm and task orders would be issued on an as-needed basis. Task orders would be prepared by RTC to identify the scope of each task including budget and schedule. Task Order #1 identified in the RFQ includes: review of completed soil investigation reports and development of a memo describing options for additional soil investigations for Segment 5, if any; coordination with RTC and County of Santa Cruz and CSCEHD to establish a work plan, if any, for soil assessments for Segment 5; and, coordination with RTC, project sponsors, and CSCEHD to develop a plan for streamlining soil assessment for other future trail segments.

Six firms submitted responses to the Soil Investigation and Environmental Engineering RFQ. Respondents provided information about their proposed project team, project understanding, knowledge, experience and approach related to the services described in the RFQ. An evaluation team made up of Grace Blakeslee and Ginger Dykaar of RTC staff and Matt Machado, County of Santa Cruz Public Works Director reviewed and scored the responses based on the evaluation criteria established in the RFQ. Three firms were short-listed based on the evaluation criteria and interviewed by the evaluation team on June 22, 2020. Based on the interview and the evaluation criteria, Ninyo & Moore was identified as having the highest-ranked proposal. Ninyo & Moore has experience providing soil investigation, assessments and associated tasks for rail, trail and park projects in the San Francisco Bay Area and working with several different county environmental health departments and the California Department of Toxic Substance Control.

RTC staff has negotiated a Master Contract for Soil Investigation and Environmental Engineering services with Ninyo & Moore, which includes a list of potential services to be requested in the form of task orders by RTC, and a fee schedule. The on-call Master Contract includes a not to exceed amount of $500,000 for the sum of all services provided, a not to exceed of $200,000 per task order and a termination date of August 31, 2024 (Attachment 1: Exhibit A). RTC staff is currently negotiating Task Order #1 with Ninyo & Moore (Attachment 1: Exhibit B).

Staff recommends that the RTC approve a resolution authorizing the Executive Director to enter into a Master Agreement for on-call services with Ninyo & Moore for soil investigation and environmental engineering services, subject to legal approval as to form, and to negotiate Task Order #1 (Attachment 1).
FISCAL IMPACT
The professional services work required to complete Task Order #1 for the Soil Investigation and Environmental Engineering contract is not currently included in the FY20/21 budget. RTC staff, in coordination with the local jurisdiction project sponsors, recently identified this work as a priority for advancing MBSST projects. There is sufficient programming capacity available for FY 2020-21 in the Measure D 5-year program of projects for the Active Transportation/MBSST-Rail Trail category for Task Order #1. Therefore, RTC staff recommends amending the Measure D 5-year program of projects for the Active Transportation/MBSST-Rail Trail category to add $17,500 to the North Coast Segment 5 line and $17,500 to ongoing RTC oversight, coordination, and assistance, including on development of future trail sections line for a total of $35,000 for Task Order #1, and amend the FY 2020-21 budget for MBSST professional services to include $35,000 for Task Order #1 (Attachment 1).

SUMMARY
Soil investigation, sampling and analysis for contaminants along the rail corridor were prepared by projects sponsors to respond to requests from County of Santa Cruz Environmental Health Division (CSCEHD) in their oversight capacity of preconstruction and construction activities for MBSST Segment 7 and Segment 18, and the Aptos Village rail crossing at Trout Gulch. RTC is responsible for working with CSCEHD for Segment 5 of the rail trail and other future trail segments to meet the requirements of the Remedial Action Agreement. Staff recommends that the RTC approve a resolution authorizing the Executive Director to enter into a Master Agreement for on-call services with Ninyo & Moore for soil investigation and environmental engineering services, subject to legal approval as to form, and to negotiate Task Order #1 (Attachment 1).

ATTACHMENTS:
1. Resolution
   Exhibit A: Master Contract & Fee Schedule
   Exhibit B: Task Order #1 Scope of Services, Cost, and Schedule
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission on the date of June 29, 2020 on the motion of Commissioner duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A ON_CALL CONTRACT FOR ON CALL SERVICES WITH NINYO & MOORE FOR A SOIL INVESTIGATION AND ENVIRONMENTAL ENGINEERING SERVICES

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line (Branch Line) in October 2012;

WHEREAS, prior to the purchase of the Santa Cruz Branch Rail Line, a Phase I and Phase II Environmental Site Assessment was performed to determine if contaminants were present along the approximately 32-mile rail line right-of-way;

WHEREAS, due to the findings of the Santa Cruz Branch Rail Line Environmental Site Assessment that arsenic and other contaminants were detected on site, the RTC entered into a Remedial Action Agreement with the County of Santa Cruz Environmental Health Division (CSCEHD) in May 2017;

WHEREAS, MBSST Segments are defined in the MBSST Network Master Plan and are in various stages of development;

WHEREAS, RTC is working in coordination with local jurisdictions to develop the Monterey Bay Scenic Sanctuary Trail Network (MBSST);

WHEREAS, the RTC solicited proposals for soil investigation and environmental engineering services to support development of the Monterey Bay Scenic Sanctuary Trail and work on the Santa Cruz Branch Rail Line;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to negotiate and enter into a Master Contract for on-call services with Ninyo & Moore for a not to exceed amount of $500,00 for soil investigation and environmental engineering services to support development of the MBSST and work on the Santa Cruz Branch Rail Line (Exhibit A); and,

2. The Executive Director is authorized to execute Task Order #1 under the Master Contract to work with RTC, project sponsors and CSCEHD to develop an approach to soil investigations for Segment 5 and future trail segments for a not to exceed amount of $35,000 (Exhibit B);
3. The Measure D 5-year program or projects for the Active Transportation/MBSST-Rail Trail category is amended to add $17,500 to the North Coast Segment 5 line and $17,500 to ongoing RTC oversight, coordination, and assistance, including on development of future trail sections line for a total of $35,000 for Task Order #1 of the on-call Soil Investigation and Engineering Services contract;

4. The FY 2020-21 budget for MBSST professional services is amended to include $35,000 for Task Order #1 of the on-call Soil Investigation and Engineering Services contract;

5. The Executive Director is authorized to issue amendments to the on-call services agreement for term and/or for compensation for a total combined amendment value of $50,000 provided there is enough approved budget capacity for proposed current year’s work and enough programming capacity for future year’s work

6. The Chair is authorized to authorize the Executive Director to issue additional amendments to the professional engineering services agreement for compensation for up to $100,000 in total amendment value, provided there is enough approved budget capacity for proposed current year’s work and enough programming capacity for future year’s work.

AYES: COMMISIONERS

NOES: COMMISIONERS

ABSTAIN: COMMISIONERS

______________________________
Bruce McPherson, Chair

ATTEST:

______________________________
Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers

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CONTRACT No.___________
ARCHITECTURAL & ENGINEERING SERVICES CONTRACT

THIS AGREEMENT made and entered into this 3 day of July, 2020 by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and Ninyo & Moore, hereinafter called CONSULTANT for Soil Investigation and Engineering Services. The parties agree as follows:

1. DUTIES.
   A. CONSULTANT agrees to exercise special skill to accomplish the following results: Soil Investigation and Engineering Services, as specified in Exhibit A: Scope of Services, which by this reference is incorporated herein.
   B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Firm</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kris Larson</td>
<td>Ninyo &amp; Moore</td>
<td>Principal in Charge</td>
</tr>
<tr>
<td>Aubrey Cool</td>
<td>Ninyo &amp; Moore</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>

   C. No person named in paragraph B of this Article or in the Fee Schedule (Exhibit C), or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager.
   D. This contract includes the subcontractors and/or subconsultants listed in Exhibit C: Fee Schedule.
   E. Except as expressly authorized herein, CONSULTANT's obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

F. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS
   1. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COMMISSION’S CONTRACT Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

   2. CONSULTANT’s Project Manager shall meet with the COMMISSION’s Contract Manager, as needed, to discuss progress on the projects.

   3. COMPENSATION. In consideration for CONSULTANT accomplishing work to be performed under this CONTRACT (as described in Exhibit A: Scope of Services and Exhibit B: Project Schedule), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, dated June 12, 2020, attached hereto (Exhibit C) and incorporated by reference. The consideration to be paid to CONSULTANT as pervaded herein shall be for all CONSULTANT’s
expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. If there is any conflict between the approved Fee Schedule (Exhibit C) and this CONTRACT, this CONTRACT shall take precedence.

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT’s Fee Schedule (Exhibit C). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this CONTRACT. The CONSULTANT will be reimbursed within thirty (30) days upon receipt by COMMISSION’s Contract Manager of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Fee Schedule (Exhibit C) and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this CONTRACT is identified by COMMISSION, COMMISSION will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COMMISSION Project Manager. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COMMISSION and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT’s Fee Schedule (Exhibit C).

CONSULTANT shall be solely responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payment as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the CONTRACT.

F. When milestone cost estimates are included in the approved Fee Schedule (Exhibit C), CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such estimate.

G. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

H. CONSULTANT shall not commence performance of work or services until this CONTRACT has been approved by COMMISSION, and notification to proceed has been issued by COMMISSION’S Contract Manager. No payment will be made prior to approval or for any work performed prior to approval of this CONTRACT. Transportation and subsistence expenses shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (Cal HR) rules or to employees under current U.S. General Service Administration rules.

I. A Task Order is of no force or effect until returned to COMMISSION and signed by an authorized representative of COMMISSION. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COMMISSION.

J. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this CONTRACT.
K. The total amount payable by COMMISSION for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by CONTRACT amendment.

L. If the consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

M. Task Orders may not be used to amend this CONTRACT and may not exceed the scope of work under this Agreement.

N. The total amount payable by COMMISSION for all Task Orders resulting from this CONTRACT shall not exceed $200,000. It is understood and agreed that there is no guarantee, Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (Cal HR) rules or to employees under current U.S. General Service Administration rules, as specified in the approved Fee Schedule/Cost Proposal (Exhibit C).

O. CONSULTANT shall not commence performance of work or services until this CONTRACT has been approved by COMMISSION and notification to proceed has been issued by COMMISSION’S Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this CONTRACT.

P. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit and according to California Code of Regulations, as they currently exist or may be amended during the term of this CONTRACT Regulations upon receipt by COMMISSION’s Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing or Task Order, if applicable. Invoices shall detail the work performed on each milestone, task order and/or each project as applicable. Invoices shall follow the format stipulated for the approved Fee Schedule (Exhibit C) and shall reference this CONTRACT number and project title. Final invoice must contain the final cost and all credits due COMMISSION including any equipment purchased under the provisions of Article 31 Equipment Purchase of this CONTRACT. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to COMMISSION’S Contract Manager at the following address:

SCCRTC – Attn: Grace Blakeslee, Senior Transportation Planner
1523 Pacific Ave, Santa Cruz, CA, 95060

Q. Invoices shall follow the format stipulated for the approved Fee Schedule (Exhibit C) and shall reference this CONTRACT number, project title and Task Order number, if applicable.

R. The invoices must include the following information:
   a. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
   b. Itemized expenses incurred during the billing period;
   c. Total invoice/payment requested, specifically noting the amount of retention, if any;
   d. Total amount previously paid under this Agreement;
   e. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;

S. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

3. FUNDING REQUIREMENTS
A. It is mutually understood between the CONSULTANT and COMMISSION that this CONTRACT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the CONTRACT were executed after that determination was made.

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

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

D. COMMISSION has the option to terminate the CONTRACT pursuant to Section 5: Termination, or by mutual agreement to amend the CONTRACT to reflect any reduction of funds.

4. RETENTION OF FUNDS.

A. No retainage will be withheld by the COMMISSION from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants (as identified in Article 1) is prohibited, and no retainage will be held by the CONSULTANT or subconsultants rom progress payments due to subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code and/or Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant, or other good faith dispute that legally permits a CONSULTANT to withhold payments to subconsultants under California law or good cause that allows CONSULTANT to withhold payment under federal law. This provision applies to both DBE and non-DBE subconsultants.

5. TERM.

A. This CONTRACT shall go into effect on July 3, 2020 contingent upon prior approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION'S Contract Manager. The CONTRACT shall end on August 31, 2024, unless earlier terminated or extended by CONTRACT amendment.

B. The CONSULTANT is advised that this CONTRACT is not binding and enforceable until it is approved by the COMMISSION's board and fully executed.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this CONTRACT, the terms of the CONTRACT shall be extended by CONTRACT amendment.

6. TERMINATION.

A. This CONTRACT may be terminated by COMMISSION, for cause or without cause provided that COMMISSION gives not less than ten (10) calendar days written notice of its intent to terminate in the event of termination for cause provides and the reasons for termination stated in the notice.

B. COMMISSION may temporarily suspend this CONTRACT, at no additional cost to COMMISSION provided that CONSULTANT is given written notice of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately
suspend its activities under this CONTRACT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this CONTRACT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this CONTRACT for damages sustained by COMMISSION by virtue of any breach of this CONTRACT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COMMISSION from CONSULTANT is determined.

D. If COMMISSION terminates this CONTRACT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this CONTRACT for services satisfactorily performed prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the CONTRACT in which case the overage shall be deducted from any sum due CONSULTANT under this CONTRACT and the balance, if any, shall be paid to CONSULTANT upon demand.

E. Upon termination, COMMISSION shall be entitled to all CONSULTANT’s work produced under this CONTRACT, including, but not limited to, reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to that date, whether or not complete.

F. COMMISSION may terminate this CONTRACT for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or CONSULTANT's principal, or if CONSULTANT or CONSULTANT’s principal makes an assignment for the benefit of creditors.

G. CONSULTANT may terminate this CONTRACT by giving the COMMISSION at least one hundred and twenty (120) days advance written notice. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such early termination, default, including but not limited to reprocurement costs of the same or similar services defaulted or not provided by CONSULTANT under this Agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION its governing body, officers, officials, agents, employees and volunteers from and against:

A. Any and all claims, demands, costs, or liability arising from or connected with the services provided under this CONTRACT due to willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney’s fees, incurred by COMMISSION in defending against claims ultimately determined to be due willful misconduct or to negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents; and

B. Any and all Federal, State and Local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT’S officers, subconsultants employees, volunteers, and agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. SAFETY.

A. The CONSULTANT shall comply with OSHA, Cal-OSHA, and all other regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COMMISSION Safety Officer and other COMMISSION representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
B. If any work might be conducted on the rail line or within the rail line right-of-way: CONSULTANT personnel (officers, employees, volunteers, or agents) and any subcontractors must submit and comply with the “right-of-entry agreement” with COMMISSION and St. Paul & Pacific Railway, LLC (a subsidiary of Progressive Rail, Inc.) SC&MB, or its successor, as applicable, the terms and conditions of which are incorporated herein by this reference, and shall wear hard hats and safety vests at all times while working on the Santa Cruz Branch Rail Line or within the rail line right-of-way.

Pursuant to the authority contained in Section 591 of the Vehicle Code, COMMISSION has determined that such areas within the limits of the project are open to public traffic unless otherwise identified as private property. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles.

C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit as outlined in Labor Code sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

8. INSURANCE. CONSULTANT, at its sole cost and expense, for the full term of this CONTRACT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT’S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. Types of Insurance and Minimum Limits

1. Workers’ Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here ______.

2. Automobile Liability Insurance for each of CONSULTANT’S vehicles used in the performance of this CONTRACT, including owned, non-owned (e.g. owned by CONSULTANT’S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COMMISSION both certify to this fact by initialing here _____ / ____.

3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of two million dollars ($2,000,000) per occurrence, and $4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability Insurance in the minimum amount of one million dollars ($1,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION ___ / ____.

5. Railroad Protective Liability Insurance in the minimum amount of two million dollars ($2,000,000) per occurrence and six million ($6,000,000 aggregate, if any work is to be conducted within the rail line right-of-way or within fifty (50) feet of the track or Comprehensive or Commercial General Liability Insurance coverage that does not exclude work on the rail road and with a minimum limit of two ($2,000,000) million dollars per occurrence and six ($6,000,000) million dollars in aggregate.
If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this CONTRACT.

B. Other Insurance Provisions

1. If any insurance coverage required in this CONTRACT is provided on a “Claims Made” rather than “Occurrence” form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this CONTRACT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter “POST CONTRACT COVERAGE”) and any extensions thereof. CONSULTANT may maintain the required POST CONTRACT COVERAGE post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon POST CONTRACT COVERAGE being both available and reasonably affordable in relation to the coverage provided during the term of this CONTRACT. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this CONTRACT in order to purchase prior acts or tail coverage for POST CONTRACT COVERAGE shall be deemed to be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2. All policies of Commercial General Liability Insurance and Railroad Protective Liability Insurance, if required, shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its governing body, officials, employees, agents and volunteers, and St. Paul & Pacific Railway, LLC (a subsidiary of Progressive Rail, Inc.), or its successor, and its officials, employees, agents and volunteers, if any work will be undertaken in the rail right-of-way or within fifty (50) feet from the track, as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 10 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.

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

“This insurance shall not be canceled until after thirty (30) days (10 days for nonpayment of premium) prior written notice has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

Should CONSULTANT fail to obtain such an endorsement to any policy required hereunder, CONSULTANT shall be responsible to provide at least thirty (30) days’ notice (10 days for non-payment of premium) of cancellation of such policy to the COMMISSION as a material term of this CONTRACT.

4. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this CONTRACT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to take reasonable action to notify COMMISSION in writing of any material change, cancellation,
termination or non-renewal of the coverage at least ten (10) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. All Certificates of Insurance and notices endorsements shall be delivered or sent to:

Santa Cruz County Regional Transportation Commission  
Attn: Yesenia Parra  
1523 Pacific Avenue  
Santa Cruz, CA 95060

5. The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this CONTRACT. In the event said insurance coverage expires at any time or times during the term of this CONTRACT, the CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the CONTRACT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the COMMISSION. In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the COMMISSION may, in addition to any other remedies it may have, terminate this CONTRACT upon occurrence of such event.

6. If any insurance policy of CONSULTANT required by this CONTRACT includes language conditioning the insurer’s legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.

7. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONSULTANT’s insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer’s liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this CONTRACT so as to not prevent any of the parties to this CONTRACT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer’s liability.

8. CONSULTANT hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONSULTANT may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. 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 COMMISSION has received a waiver of subrogation endorsement from the insurer.

9. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this CONTRACT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. FEDERAL, STATE AND LOCAL LAWS.
A. CONSULTANT warrants that in the performance of this CONTRACT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

10. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gove Code 12990 and 2 CCR 8103. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. During the performance of this CONTRACT, the CONSULTANT and its subconsultants shall not deny the CONTRACT benefits to any person on the basis of race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS status), mental disability, medical condition (e.g., cancer), genetic information, marital status, gender, gender identity, gender expression, age, sexual orientation, military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government. Code §12990 et seq.) and the applicable regulations promulgated thereunder (.2 CCR 11000 et seq.), the provisions of Government Code section 11135 to 11139.5, and the regulations of standards adopted by the COMMISSION to implement such article.

C. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other CONTRACT.

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

E. The CONSULTANT, with regard to the work performed under this CONTRACT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

F. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
G. CONSULTANT and its subconsultants shall permit access to all records of employment, employment advertisements, 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 State to investigate compliance with this Article.

H. In the event of CONSULTANT’s non-compliance with the non-discrimination clauses of this CONTRACT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the CONTRACT in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

11. HARASSMENT. The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

12. FEDERAL CERTIFICATIONS AND ASSURANCES. Contracts subject to RTC- Caltrans MFT Only

A. CONSULTANT and all subcontractors shall comply, as applicable, with the FHWA “Transportation Planning Process Certification” requirements in accordance with 23 CFR 450.334 and the federal transportation act and its successors thereto. It may include but is not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;

2. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;


4. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

5. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

6. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

7. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and


B. CONSULTANT shall also comply with “Certifications and Assurances for FTA Assistance”, including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53, published annually in the Federal Register and found online at http://www.fta.dot.gov/grants/12825_93.html. The 2013 FTA Certifications includes the following areas under “Assurances Required of Each Applicant:”

1. Authority of Applicant and its Representatives
2. Standard Assurances
3. Intergovernmental Review Assurance
4. Suspension and Debarment Certification
5. U.S. OMB Assurances in SF-424B and SF-424D

13. PROHIBITION OF EXPENDING COMMISSION, STATE, OR FEDERAL FUNDS FOR LOBBYING.

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or COMMISSION appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the State Legislature or United States Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding this CONTRACT or with the extension, continuation, renewal, amendment, or modification of this CONTRACT.

2. If any funds other than state or federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

14. CONFLICT OF INTEREST.

A. During the term of this agreement, CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this CONTRACT, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this CONTRACT, or any ensuing COMMISSION construction project, which will follow.

B. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this CONTRACT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this CONTRACT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.

C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACTD. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist.
An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

E. CONSULTANT further certifies that neither CONSULTANT or subconsultant, nor any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or any contract to provide construction inspection for any construction project resulting from this CONTRACT, has established necessary controls to ensure a conflict of interest does not exist. An affiliate firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

15. LICENSES. If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this CONTRACT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

16. DEBARMENT AND SUSPENSION CERTIFICATION.
   A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

   B. Any exceptions to this certification must be disclosed to the COMMISSION. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

17. INDEPENDENT CONSULTANT STATUS.
   A. CONSULTANT and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent CONSULTANT and not an employee of COMMISSION. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits provided by the COMMISSION. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

   1. PRINCIPAL TEST: The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

   2. SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of
CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONSULTANT and COMMISSION believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.

C. It is understood and agreed that CONSULTANT (including CONSULTANT’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT’s assigned personnel, officers, employees, agents, or subconsultants shall not be entitled to any benefits payable to COMMISSION employees, including, but not limited to, healthcare, retirement, and leave benefits.

D. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COMMISSION’S obligation to make payments to the CONSULTANT.

E. COMMISSION is not required to make any deductions or withholds from the compensation payable to CONSULTANT under the provisions of the CONTRACT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT’s assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION, its governing body, officers, employees, and agents, harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this CONTRACT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

A. CONSULTANT agrees that the CONTRACT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COMMISSION.

D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
E. Contractor and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. RETENTION OF RECORDS/AUDIT.

A. For the purpose of determining compliance with Government Code section 8546.7, CONSULTANT, its subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the CONTRACT, including but not limited to, the costs of administering the CONTRACT. All parties shall make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.

B. The state, State Auditor, and COMMISSION shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the CONTRACT and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The Federal Highway Administration (FHWA) or other authorized representative of the federal government shall also have access to the records described in this paragraph, if federal funds are used in this CONTRACT.

20. INSPECTION OF WORK. The CONSULTANT and any subconsultant shall permit the COMMISSION, the STATE, and the FHWA or FTA if federal participating funds are used in this CONTRACT, to review and inspect the project activities and files at all reasonable times during the term of this CONTRACT including review and inspection on a daily basis.

21. ACKNOWLEDGMENT. CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

22. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this CONTRACT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. CONSULTANT shall have no property right therein whatsoever.

A. Upon completion of all work under this CONTRACT, the COMMISSION shall be entitled to and the CONSULTANT shall deliver to the COMMISSION reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimated performed to that date, whether completed or not, and other such materials as may have been prepared by CONSULTANT in performing this CONTRACT which is not CONSULTANT’s privileged information, as defined by law or CONSULTANT’s personnel information along with all other property belonging exclusively to the COMMISSION which is in the CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this CONTRACT must be approved in writing by the COMMISSION.

B. Additionally, it is agreed that the Parties intend this to be a CONTRACT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive
property of COMMISSION without restriction or limitation upon its use or dissemination by COMMISSION.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this CONTRACT. Any reuse by COMMISSION for another project or project location shall be at COMMISSION’s sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the CONTRACT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section E below. If copyrights are permitted, the agreement shall provide that the COMMISSION shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

23. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION’s operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this CONTRACT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the CONTRACT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the CONTRACT or COMMISSION’s actions on the same, except to COMMISSION’s staff, CONSULTANT’s own personnel involved in the performance of this CONTRACT, at public hearings or in response to questions from a government entity.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this CONTRACT without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION’S written permission.

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public CONTRACT Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of the National Labor Relations Board.

25. EVALUATION OF CONSULTANT. CONSULTANT’s performance will be evaluated by COMMISSION. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the CONTRACT record.

26. DRUG-FREE WORKPLACE. CONSULTANT shall comply with the provisions of Government Code § 8350 et seq., regarding Drug-Free Workplace Certification, and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

27. CHANGE IN TERMS.
A. This Agreement may be amended or modified only by mutual written agreement of the parties.

B. No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties authorized to bind the parties; and nor oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COMMISSION’s Contract Manager.

28. DISPUTES. This CONTRACT shall be construed under the laws of the State of California. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this CONTRACT and shall comply with COMMISSION’s instructions.

Prior to either party commencing any legal action under this CONTRACT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after thirty (30) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this CONTRACT that is not disposed of by agreement shall be decided by a committee consisting of the COMMISSION’s Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONSULTANT. The committee’s determination regarding such dispute shall be final unless the committee determines, in its sole discretion, that the dispute shall be determined by the Board of COMMISSION.

B. Not later than 30 days after completion of all work under the CONTRACT, CONSULTANT may request review by COMMISSION Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this CONTRACT.

29. CLAIMS FILED BY COMMISSION’s CONSTRUCTION CONTRACTOR.

A. If claims are filed by COMMISSION’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COMMISSION’S construction CONTRACT administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT’s personnel that COMMISSION considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COMMISSION. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this CONTRACT.

C. Services of CONSULTANT’s personnel in connection with COMMISSION’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this CONTRACT in order to resolve the construction claims.

30. AUDIT REVIEW PROCEDURES.

A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this Agreement that is not disposed of by agreement, shall be reviewed by the COMMISSION’S Contract Manager and Executive Director.

B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION’S Executive Director of unresolved audit issues. The request for
review will be submitted in writing. The Executive Director’s determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the RTC COMMISSION.

C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this CONTRACT.

D. CONSULTANT and subconsultants’ contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a CONTRACT Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the CONTRACT, Fee Schedule/Cost Proposal (Exhibit C) and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s workpapers. The CONTRACT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COMMISSION Contract Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the CONTRACT by this reference if directed by COMMISSION at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.

E. CONSULTANT’s Fee Schedule/Cost Proposal (Exhibit C) may be subject to a CPA ICRA Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Fee Schedule/Cost Proposal (Exhibit C) shall be adjusted by the CONSULTANT and approved by the COMMISSION Contract Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Regular by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.

1) During IOAI’s review of the ICR audit work papers created by the CONSULTANT’s independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COMMISSION will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to COMMISSION final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COMMISSION; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COMMISSION no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COMMISSION and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

31. SUBCONTRACTING.

A. The CONSULTANT is responsible for performing the work required under the CONTRACT in a manner acceptable to COMMISSION. The CONSULTANT’s organization and all associated consultants and subconsultants must be identified in Article 1 of this CONTRACT or the Fee Schedule/Cost Proposal (Exhibit C). If the CONSULTANT wishes to use a subconsultant not specified in this CONTRACT or Exhibit C, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of this CONTRACT. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331.

B. Nothing contained in this CONTRACT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COMMISSION’S obligation to make payments to the CONSULTANT.

C. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this CONTRACT shall be subcontracted without prior written authorization by the COMMISSION’S Contract Manager, except that, which is expressly identified in the approved Fee Schedule/Cost Proposal (Exhibit C).

D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COMMISSION.
E. All subcontracts entered into as a result of this CONTRACT shall contain all the provisions stipulated in this CONTRACT to be applicable to subconsultants.

E. Any substitution of subconsultants must be approved in writing by the COMMISSION’s Contract Manager prior to the start of work by the subconsultant.

F. The CONSULTANT hereby agrees that neither CONSULTANT, nor any firm affiliated with the CONSULTANT, will bid on or enter into any construction CONTRACT, or on any CONTRACT to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

G. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this CONTRACT shall be eligible to bid on or enter into any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT.

32. EQUIPMENT PURCHASE.

A. Prior authorization in writing, by COMMISSION’s Contract Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT’s Fee Schedule/Cost Proposal (Exhibit C) and exceeding $5,000 prior authorization by COMMISSION’s Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this CONTRACT is subject to the following:

1. “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COMMISSION shall receive a proper refund or credit at the conclusion of the CONTRACT, or if the CONTRACT is terminated, CONSULTANT may either keep the equipment and credit COMMISSION in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COMMISSION procedures; and credit COMMISSION in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COMMISSION and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COMMISSION.”

2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

33. STATE PREVAILING WAGE RATES.

A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work, as may be amended.

B. No CONSULTANT or subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5. Registration with DIR must be maintained throughout the entire term of the contract, including any subsequent amendments.
C. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determination applicable to work under this CONTRACT are available and on file with the Department of Transportation’ Regional/District Labor Compliance Officer. (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this CONTRACT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COMMISSION construction sites, at COMMISSION facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COMMISSION projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

D. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

E. Payroll Records
   1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
      a. The information contained in the payroll record is true and correct.
      b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
   2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COMMISSION representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
      a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
      b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations or other party given the right to inspect the payroll records under state law. Certified payrolls submitted to COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
      c. The public shall not be given access to certified payroll records by the CONSULTANT, but shall be available upon request made through COMMISSION or the Department of Industrial Relations. The CONSULTANT is required to forward any requests for certified payrolls to the COMMISSION Contract Administrator by both email and U.S. mail no later than the business day following receipt of the request.
   3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after
receipt of a written request. In the case of a request from a member of the public, the ten (10 days) shall be from the date of the request from the member of the public. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, the CONSULTANT or Subconsultant shall, as a penalty to COMMISSION, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COMMISSION shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform COMMISSION of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COMMISSION, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

7. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COMMISSION Contract Manager.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COMMISSION a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the CONTRACT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the CONTRACT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not
liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

a. The CONTRACT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

c. Upon becoming aware of the subconsultant’s failure to pay the specified prevailing rate of wages to the subconsultant’s workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant’s employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COMMISSION shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If COMMISSION determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COMMISSION did not retain sufficient money under the CONTRACT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COMMISSION.

F. Hours of Labor: Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COMMISSION, twenty-five dollars ($25) for each worker employed in the execution of the CONTRACT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

G. Employment of Apprentices

1. Where either the CONTRACT or the subcontract exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of
apprentices and for the specific journey-to-apprentice ratios for the CONTRACT work. The CONSULTANT is responsible for all subconsultants’ compliance with these requirements. Penalties are specified in Labor Code §1777.7.

H. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

34. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

A. This CONTRACT is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who enter into federally-funded agreement will assist the COMMISSION in a good faith effort to achieve California’s statewide overall DBE goal.

B. DBEs and other small businesses, as defined in 49 CFR 26 are encouraged to participate in the performance of contracts financed in whole or part with federal funds. The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the award, administration and performance of this CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted CONTRACTs. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this CONTRACT or such other remedy as the COMMISSION deems appropriate which may include but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages
4. Disqualifying the contractor from future bidding as non-responsible.

C. While there is no specific DBE goal for this CONTRACT, consultants are encouraged to obtain DBE participation for this CONTRACT. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds.

D. A DBE firm may be terminated only with prior written approval from COMMISSION and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COMMISSION consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, with prior COMMISSION approval, if the goal is not otherwise met.

E. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of CONSULTANT) pursuant to prior written authorization of the COMMISSION’s Contract Manager.

F. A DBE is only eligible to be counted toward the CONTRACT if it performs a Commercially Useful Function (CUF) of the CONTRACT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the CONTRACT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the CONTRACT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work
subcontracted, industry practices, whether the amount the firm is to be paid under the CONTRACT is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, CONTRACT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its CONTRACT with its own work force, or the DBE subcontracts a greater portion of the work of the CONTRACT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the CONTRACT, a summary of these records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants” CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT’s authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Manager.

K. If a DBE subconsultant is decertified during the life of the CONTRACT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the CONTRACT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COMMISSION’s Contract Manager within 30 days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the CONSULTANT shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

M. The CONTRACTOR must make available to the Contract Manager a copy of all DBE subcontracts upon request.

N. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from the Contract Manager. Unless the Department of Transportation, through its designees, provides prior authorization approving a request for termination or substitution of a listed DBE, the CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

35. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this CONTRACT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion; to terminate the CONTRACT without liability; to pay only for the value of the work
actually performed; or to deduct from the CONTRACT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

36. BROKERAGE OR OTHER FEES. CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding, for a commission, percentage, brokerage or contingent, excepting bona fide employees or bona fide commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COMMISSION shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.”

37. NOTIFICATION. All notices hereunder and communications regarding interpretation of the terms of this CONTRACT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed or emailing with delivery receipt requested as follows:

CONSULTANT:

Ninyo & Moore
Kris Larson, Project Manager
2149 San Jose, California, 95131
klarson@ninyoandmoore.com

COMMISSION:
Santa Cruz County Regional Transportation Commission (SCCRTC)
Grace Blakeslee, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060

38. FORCE MAJEUR

Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this CONTRACT or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government, either in its sovereign or contractual capacity, fire, floods, epidemics and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, or severe weather provided, however, that party which has been so affected will promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore. The party claiming force majeure shall promptly notify the other party of the termination of the event and shall resume its performance under this CONTRACT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this CONTRACT has been suspended because of an event of force majeure, the other party may likewise suspend the performance of its obligations under this CONTRACT to the extent that the suspension is reasonable.

39. COMPLETE CONTRACT.

A. CONTRACT: The two parties to this CONTRACT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this CONTRACT constitutes the entire CONTRACT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this CONTRACT as evidenced by the signatures below.

B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in
this CONTRACT subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This CONTRACT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the CONTRACT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this CONTRACT shall not affect the validity of other terms or conditions. The COMMISSION’s waiver of CONSULTANT’s performance of any term(s) or condition(s) of this CONTRACT shall not be construed as a waiver for any future performance of such term(s) or conditions(s).

- Attachments are: Exhibit A: Scope of Services
- Exhibit B: Project Schedule
- Exhibit C: Fee Schedule
- Exhibit D: Disclosure of Lobbying Activities, Standard Form (Exhibit 10-Q, LAPM) to be included in Final Contract
- Exhibit E: Levine Act Statement to be included in Final Contract
- Exhibit F: Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K, LAPM) to be included in Final Contract

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. _______ to be executed on the date first written above.

1. CONSULTANT

   By: _______________________________
   SIGNED
   PRINTED
   DATE:  _________________________

   Company Name:  Ninyo & Moore
   Address:  2149 O’Toole Avenue, Suite 30
             San Jose, California 95131
   Telephone:  (408) 435-9000
   Email:  klarson@ninyoandmoore.com

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

   By: _______________________________
   SIGNED
   PRINTED
   DATE:  _________________________

3. APPROVED AS TO INSURANCE:  

   RTC Administrative Services Officer
   DATE:  _________________________

4. APPROVED AS TO FORM:

   COMMISSION Counsel
   DATE:  _________________________
On-Call Soil Investigation and Environmental Engineering
Contract Exhibit A: Scope of Services

The Soil Investigation and Environmental Engineering services associated with the Santa Cruz Branch Rail Line and/or development of the Monterey Bay Scenic Sanctuary Trail (MBSST) that may be requested under the on-call contract include, but are not limited to:

- Site Investigation & Characterization to assess the presence and levels of contaminants in soil
- Subsurface Environmental Investigations
- Environmental Site Assessments
- Soil Sampling Work Plans
- Soil Sampling and Laboratory Analysis
- Soil Management Plan
- Soil Mitigation Plan
- Site Management Plan
- Background Levels of Arsenic and other metals
- EPA IDs for hazardous waste disposal
- Post-construction site management plans
- Remedial Action Plans
- Groundwater Monitoring
- Hazardous Waste Characterization and Remediation
- Soil and Groundwater Assessment
- Environmental Consulting, Remediation, Mitigation and Monitoring
- Health Risk Assessments
- Regulatory Interfacing - maintain good communication with the various levels of regulatory agencies involved in release investigations
- Quality Assurance/Quality Analysis Controls

Examples of Initial Tasks:
Examples of initial tasks for Soil Investigation and Environmental Engineering services associated with the Santa Cruz Branch Rail Line and/or development of the Monterey Bay Scenic Sanctuary Trail (MBSST) that may be requested under this on-call contract include, but are not limited to:

- Review Completed Soil Investigation Reports- Analyze prior Santa Cruz Branch Rail Line and MBSST Project soil investigation findings.

- Soil Assessment Work Plan for Trail Project– Develop a soil sampling plan based on historical information and future use of site. The Soil Assessment Work Plan will map the location of samples (distance between, depth, centerline of trail or lateral); type of contaminants soil is analyzed for, method for analysis, QA/QC. The draft Soil Assessment Work Plan will be
submitted to CSCEHD for approval prior to preparing the final Soil Assessment Draft Work Plan.

- Soil Sampling and Analysis - Conduct soil borings at sites identified in the Soil Sampling Work Plan and submit for laboratory analysis to assess level of contamination relative to screening levels, which may include dry or wet weights.

- Soil Investigation Report - Compile the analysis of laboratory data and prepare a report presenting findings and conclusions. This report will also include boring logs indicating the soil profile encountered and a site plan depicting the soil boring locations. The draft Soil Investigation Report will be submitted to CSCEHD for approval prior to preparing the final Soil Investigation Report.

- Soil Management Plan – Prepare a soil management plan that describes the methodology and protocols to properly handle, store, transport and dispose impacted soil that is encountered during construction of the subject project. The Soil Management Plan should describe contamination for subject project, the purposes and participants in the Soil Management Plan, individual responsibilities, and soil removal. The draft Soil Management Plan will be submitted to CSCEHD for approval prior to preparing the final Soil Management Plan.

- Soil Mitigation Plan - Prepare a Soil Mitigation Plan that describes the approach to mitigating the risk of human exposure to areas of impacted soil onsite for trail users after construction of the subject project. The draft Soil Mitigation Plan will be submitted to CSCEHD for approval prior to preparing the final Soil Mitigation Plan.

- Guidelines for repair and maintenance activities on the Santa Cruz Branch Rail Line to address the potential introduction of chemicals into the soil and ensure worker safety.

- Develop strategy for streamlining site characterization and mitigation for future trail segments.

- Determine background arsenic concentration(s) for length of trail
### Billing Information

<table>
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<tr>
<th>Name/Job Title/Classification</th>
<th>Hourly Billing Rates</th>
<th>Effective date of hourly rate</th>
<th>Actual or Avg. hourly rate</th>
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<td>$ 176.65 $</td>
<td>03/26/2020</td>
<td>$ 44.51%</td>
<td>+ Overhead % $ 55.28%</td>
<td>+ General &amp; Administrative % $ 19.96%</td>
</tr>
<tr>
<td><strong>(exempt)</strong></td>
<td>$ 181.95 $</td>
<td>03/26/2022</td>
<td>$ 55.28%</td>
<td>$ 65.67</td>
<td>$ 67.32</td>
</tr>
<tr>
<td><strong>(non-prevailing wage)</strong></td>
<td>$ 185.11 $</td>
<td>03/26/2024</td>
<td>$ 55.28%</td>
<td>$ 69.84</td>
<td>$ 70.39</td>
</tr>
<tr>
<td><strong>Jacob Wilcox, PG, QSD/QSP</strong></td>
<td>$ 145.28 $</td>
<td>03/26/2020</td>
<td>$ 44.51%</td>
<td>+ Overhead % $ 55.28%</td>
<td>+ General &amp; Administrative % $ 19.96%</td>
</tr>
<tr>
<td><strong>Senior Environmental Geologist</strong></td>
<td>$ 149.63 $</td>
<td>03/26/2021</td>
<td>$ 55.28%</td>
<td>$ 63.46</td>
<td>$ 60.10</td>
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<tr>
<td><strong>(exempt)</strong></td>
<td>$ 154.12 $</td>
<td>03/26/2022</td>
<td>$ 55.28%</td>
<td>$ 65.67</td>
<td>$ 67.32</td>
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<tr>
<td><strong>(non-prevailing wage)</strong></td>
<td>$ 158.74 $</td>
<td>03/26/2024</td>
<td>$ 55.28%</td>
<td>$ 69.84</td>
<td>$ 70.39</td>
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<tr>
<td><strong>(non-prevailing wage)</strong></td>
<td>$ 163.50 $</td>
<td>03/26/2025</td>
<td>$ 55.28%</td>
<td>$ 69.84</td>
<td>$ 70.39</td>
</tr>
</tbody>
</table>

### Notes:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate *(1+ICR) *(1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
Ninyo & Moore    |    Statement of Qualifications

10-36

Actual    | 03/25/2024

43.36    | 03/25/2021

46.00    | 03/25/2023

37.14    | 03/25/2022

42.10    | 03/25/2021

147.14    | 03/25/2021

166.79    | 03/25/2021

3.0%    |

On-Call Soil Investigation & Environmental Engineering Services RFQ   |  P09SJO-00047  |

Santa Cruz County Regional Transportation Commission |  On-Call Soil Investigation & Environmental Engineering Services RFQ   |  P09SJO-00047  |

June 12, 2020

Page 2 of 5

January 2020

80-36
**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION | Soil Investigation and Environmental Engineer RFQ 2020-05-13**

**EXHIBIT 10-H2 COST PROPOSAL | SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Project No.</th>
<th>Contract No.</th>
<th>Date</th>
<th>Prime Consultant</th>
<th>Subconsultant</th>
</tr>
</thead>
</table>

**SCHEDULE OF OTHER DIRECT COST ITEMS**

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Costs</td>
<td>TBD</td>
<td>0.545</td>
<td>TBD</td>
<td>#VALUE!</td>
</tr>
<tr>
<td>Equipment Rental and Supplies</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>#VALUE!</td>
</tr>
<tr>
<td>Permit Fees</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>#VALUE!</td>
</tr>
<tr>
<td>Plan Sheets</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>#VALUE!</td>
</tr>
<tr>
<td>Test</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>#VALUE!</td>
</tr>
<tr>
<td>Vehicle</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>#VALUE!</td>
</tr>
<tr>
<td>Laboratory Testing</td>
<td>See attached fee schedule</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Subconsultant 1:</td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Subconsultant 2:</td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Subconsultant 3:</td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Subconsultant 4:</td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

**IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered “tools of the trade” are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant’s calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Mr. Kristopher Larson, PG, QSD/QSP
Signature: [Signature]
Email: klarson@ninyoandmoore.com
Address: 2149 O'Toole Avenue, Suite 30, San Jose, California 95131
Title: Principal Geologist
Date of Certification (mm/dd/yyyy): 6/12/2020
Phone Number: (408) 435-9000

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Soil Investigations and Environmental Engineering Services
## ON-CALL CONTRACT TASK ORDER

<table>
<thead>
<tr>
<th>CONSULTANT NAME</th>
<th>CONTRACT NUMBER</th>
<th>FEDERAL PROJECT NUMBER</th>
<th>TASK ORDER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ninyo &amp; Moore</td>
<td>TBD</td>
<td>NA</td>
<td>Task Order #1</td>
</tr>
</tbody>
</table>

**ADDRESS**  
2149 O'Toole Avenue, Suite 30 San Jose, California 95131

**CONSULTANT CONTRACT ADMINISTRATOR NAME**  
Kris Larson

**PHONE NUMBER**  
(510) 343-3000 (X15212)

**EMAIL**  
klarson@ninyoandmoore.com

**PROJECT TITLE:**  
Soil Investigation and Engineering Services- Task Order #1

**PROJECT LOCATION:**  
MBSST/Santa Cruz Branch Rail Line

### SCOPE OF WORK:

**Task A:** Review Completed Soil Investigation Reports  
Review Phase I and Phase II Environmental Site Assessment Reports completed to support acquisition of the Santa Cruz Branch Rail Line and Soil Assessment Reports for construction of MBSST Segments 7 and 18. Review the Remedial Action Agreement with County of Santa Cruz Environmental Health Division (CSCEHD) signed in May 2017 and related RTC and CSCEHD correspondence. **Deliverable Task A:** Develop a memo analyzing the report’s findings, and recommend an approach to describe options for additional, if any, soil investigation(s) required to support construction of Segments 5.

**Task B:** Coordination with Santa Cruz Environmental Health Department  
Work with RTC and Santa Cruz County Public Works to develop a strategy for working with CSCEHD on soil assessment for Segment 5 of the MBSST (Wilder Ranch to Davenport). **Deliverable:** Meetings with RTC and Santa Cruz County Public Works; Quarterly memos describing coordination with CSCEHD.

**Task C:** Coordination with Santa Cruz Environmental Health Department  
Work with RTC and the County and Cities Public Works Departments to develop a strategy for working with CSCEHD on soil assessment for future rail trail segments of the MBSST to streamline effort. Considerations include establishing background arsenic concentration(s) for the entire rail line, protocol for sampling and analysis, mitigation strategies etc. **Deliverable:** Meetings with RTC; quarterly memos describing coordination with CSCEHD; a memo describing a framework future trail soil investigation and scope of work tasks associated with implementing the framework; summary sheet of potential sampling plan.

**TOTAL MASTER CONTRACT AMOUNT:** $500,000  
**END OF CONTRACT DATE:** August 31, 2024

**TASK ORDER AMOUNT:** NTE $35,000  
**TASK ORDER BEGIN DATE:** July 3, 2020  
**TASK ORDER END DATE:** June 30, 2021

---

**Attachment 1: Exhibit B**
AGENDA: June 29, 2020

TO: Regional Transportation Commission

FROM: Yesenia Parra, Administrative Services Officer

RE: Amendment to the Regional Transportation Commission’s Administrative and Fiscal Policies Section 5 and Human Resource Policies Section 13

RECOMMENDATIONS

The Budget and Administration/Personnel (B&A/P) Committee and staff recommend that the Regional Transportation Commission (RTC):

1. Approve amending Section 5: Procurement of the RTC Administrative and Fiscal Policy as shown on Attachment 1.

Staff further recommends that the RTC:

2. Approve amendments to Section 13: Paid Leave of the RTC Human Resource Policies to comply with the Families First Coronavirus Response Act

BACKGROUND

The RTC’s Administrative and Fiscal Policies section 5 (Exhibit 1 of Attachment 1) sets the Agency’s policies for procuring goods and services. The Administrative and Fiscal policies are designed to ensure that the RTC meets federal, state and local funding requirements.

The RTC Human Resources policies were last approved by the Commission in April of 2006. The RTC Human Resources polices are designed to ensure compliance with state and federal laws and requirements and to be consistent with RTC’s labor agreements. Recent law enacted to address COVID-19 impacts require an update of the RTC policies.

DISCUSSION

The proposed changes will update Section 5 (Attachment 1) of the RTC’s Administrative and Fiscal Policies and Section 13 (Attachment 2) of the HR Policies. The proposed changes are shown in underline and strikethrough format. RTC staff proposes to update the existing RTC Administrative and Fiscal Policies due to changes in RTC business and to meet Caltrans audit requirements. Changes to the HR policies are proposed to meet the recently passed Families First Coronavirus Response Act which is temporary and will expire in December 2020 unless extended.

11-1
**Administrative and Fiscal Policies**

In June 2019, the Executive Director’s spending authority was increased to $25,000, and up to $60,000 with Commission Chair approval. Since then, RTC staff have evaluated processes and procedures that will increase the effectiveness and efficiency of RTC operations. Therefore, RTC staff proposes and increase to the Executive Director’s authority to $50,000 and $100,000 with Commission Chair approval. RTC staff also proposes to add a spending authority of $5,000 for the Administrative Services Officer as the RTC purchasing agent. The increase to the Executive Director’s authority will allow more efficient response to the needs of maintaining the RTC’s rail line right-of-way and responding to storm damages. The authority provided to the Administrative Services Officer will allow more efficient processing of general purchases that keep the RTC office functioning, including office supplies and equipment, office building and equipment repairs and maintenance, annual dues and memberships, etc.

**Human Resource Policies**

The Families First Coronavirus Response Act (FFCRA) requires certain employers to provide their employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19 including:

- Two weeks (up to 80 hours) of paid sick leave at the employee’s regular rate of pay when the employee is unable to work because the employee is quarantined (pursuant to federal, state or local order or advice of a healthcare provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or

- Two weeks (up to 80 hours) of paid sick leave at two-thirds the employee’s regular rate of pay because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor.

The proposed changes to the HR policies, which include updates to the Sick and FMLA policies, will bring the RTC into compliance with the Families First Coronavirus Response Act (FFCRA).

The B&A/P Committee and staff recommend that the RTC approve amending Section 5: Procurement of the RTC Administrative and Fiscal Policies as shown on (Attachment 1) and staff further recommends that the RTC approve amending Section 13 of the Human Resources Policies as shown on (Attachment 2).

**SUMMARY**

11-2
The RTC’s Administrative and Fiscal Policies were last amended in May of 2017 and Section 5 of the Administrative and Fiscal Policies was last amended in June of 2019. Due to a variety of changes in law and the need to increase efficiencies, updates to Section 5 of these policies is recommended. The Human Resources Policies have not been amended since they were adopted in 2006. The changes before you today are mandated by the Families First Coronavirus Response Act. Therefore, staff recommends that the RTC approve the revised documents.

Attachments:
1. Section 5: Procurement of the RTC Administrative and Fiscal Policies
The purpose of the procurement policies is to assure that the Santa Cruz County Regional Transportation Commission (Commission) engages in full and fair competition, and obtains the best value, price, and quality for taxpayer-funded goods and services. The policies are based on the following regulations/requirements:

- Caltrans Local Assistance Procedures Manual (LAPM);
- California Government Code 4525 - 4529
- California Public Contracting Code, Contracting by State Agencies [10100-19150]
- California Public Contracting Code, Contracting by Local Agencies [20100 – 22178]
- Caltrans Master Fund Agreement

The requirements provided in this document shall automatically adjust based on updates of any regulations of which they have been based without the necessity of amending this policy to reflect any such adjustment. **Purchasing requirements shall not be artificially divided so as to avoid the provisions of these policies.**

5.1 Authority and Approvals

The Executive Director or his/her designee is authorized to enter into and sign on behalf of RTC, without the prior approval of the Commission, a contract **including amendments** for goods, services, or public projects:

A. Which contains a maximum amount for a single transaction not to exceed $2,550,000.00, this amount is increased to $6,100,000.00 with Commission Chair approval, more than $1,060,000.00 requires approval from the Commission.

B. In the event of an emergency or urgent need, the Executive Director is authorized to take all necessary actions to prevent significant unnecessary loss to RTC, a shutdown of public services, or to address a situation threatening the health or safety of persons or property, including authorization to contract with a contractor or consultant on a sole source basis, consistent with applicable state or federal law without prior approval from the Board of Directors. In the event such an emergency or urgent need occurs, the Executive Director will consult with the Chair of the Board and submit a report to the Commission at its next regular meeting to obtain ratification for those actions.

The Executive Director is authorized to approve disbursements of funds consistent with the annual budget and shall have other duties, powers, and responsibilities as may be assigned by the Santa Cruz County Regional Transportation Commission.
The Executive Director or his/her designee can approve monthly progress payments when required or to release contract retention.

The Executive Director or his/her designee is authorized to approve award of a sole source contract as long as it meets state and/or federal requirements.

The Administrative Services Officer acting as the Purchasing Agent may authorize budgeted expenditures up to $5,000 for a single transaction without prior approval from the Executive Director.

Budgeted RTC administration expenditures for office lease and utilities are considered authorized when the budget is approved by the Commission.

For construction contracts following the California Uniform Public Construction Cost Accounting Act, the Executive Director may authorize contract change orders or amendments up to $25,50,000 or $60,000,000 with Commission Chair approval.

5.2 Conflict of Interest

RTC staff and Commissioners are required to take all steps to prevent fraud, waste, abuse and conflict of interest when carrying out procurement or contracting procedures. RTC’s Conflict of Interest Code (RTC’s Rules & Regulations, Exhibit 9) conforms to the Political Reform Act of 1974.

The Political Reform Act (Act) prohibits a public official, including employees and elected officials, from using his or her official position to influence a governmental decision in which he or she has a financial interest. The individuals must disclose their financial interests as specified in the agency’s conflict of interest code.

Staff are prohibited from accepting gifts from vendors or from representatives of any non-governmental organization that provides or is desirous of contracting with RTC if the aggregate annual value of the gift or gifts will equal or exceed $50. This prohibition applies to any gift, gratuity, favor, entertainment, or loan, and includes such items as liquor, lodging, travel, food, and tickets to public functions (sports events, theater, etc.).

5.3 Procurement

The Administrative Service Officer (ASO) or the Executive Director's designee in the absence of the ASO is the purchasing agent of the Regional Transportation Commission (RTC) who is responsible for overseeing purchases and ensuring high quality goods and services are acquired at a reasonable price.

5.3.1 Procurement of Goods and Professional Services
Professional Services in this section include all Architectural & Engineering (A&E) Services, non-A&E Services, and Construction services that are not defined or required, by statute or regulation, to follow sections 5.3.2 contained herein.

A. RTC staff while away from the office during a business trip, must follow the procurement policies and procedures.

B. Claims by any RTC Board member against the RTC for purchases or travel expenses must be preapproved by the full RTC Board.

C. For all purchases and contracts, regardless of the cost range, a competitive process will be encouraged as provided in the RTC Procurement Procedures Manual (PPM).

D. Purchases of Goods
   i. Purchases of $5,000 or less in any one transaction, shall be made using simplified and cost-effective procedures.
   ii. Purchases of goods estimated to cost over $5,000, and up to $25,000 shall follow a fair and competitive process. Typically quotes from three vendors shall be evaluated unless a justification for sole source is approved.
   iii. Purchases of goods estimated to cost over $25,000 shall follow a fair, open, and competitive process with a minimum of three quotes selecting lowest responsible bidder meeting specifications or a justification for Sole Source is approved.

E. Contracts for Services
   i. Contracts of $5,000 or less in any one transaction, shall be made using simplified and cost-effective procedures.
   ii. Contracts estimated to cost over $5,000, and up to $60,000 shall follow a fair and competitive process. Typically, proposals from three firms shall be evaluated unless justification for Sole Source is approved.
   iii. Contracts estimated to cost over $60,000 will follow a fair, open and competitive process, advertised publicly and select the most responsive and responsible bidder. Professional services and consultants shall be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the required services.

5.3.2 Procurement of Architectural & Engineering (A&E) Services, non-A&E Services, and Construction using Federal and State Funds.

The RTC adopts as its procurement policies and procedures the following:
• Caltrans Local Assistance Procedures Manual (LAPM);
• California Government Code 4525 - 4529
• California Public Contracting Code, Contracting by State Agencies [10100-19150]
• California Public Contracting Code, Contracting by Local Agencies [20100 – 22178]
• California Uniform Public Construction Cost Accounting Act (CUPCCA) as adopted by RTC resolution
• Informal Bidding Ordinance 2019-1 as ordained by the Commission

5.3.3 Sole Source Purchases or Contracts: Generally, purchases may not be made without soliciting proposals from more than one company or individual unless there is clear justification for the sole source such as the proposed vendor is:

(a) The sole qualified supplier of required purchase; or
(b) Has unique qualifications or experience; or
(c) Is a Federal, State, or other public agency or not-for-profit corporation which will perform the services at actual cost; or
(d) Is a vendor selected by another public jurisdiction (such as the State of California) through a competitive bidding process.

5.4 Contract Development

1. All contracts are to be developed and executed consistent with the RTC’s Procurement Procedures Manual.

2. Review and approval by RTC Counsel for legal form is required for all contracts over $5,000.

5.6 Petty Cash

A Petty Cash "Fund" may be authorized by the Executive Director with a total amount to be determined and reevaluated as needed. The Petty Cash "Fund" may be used for small purchases including office supplies, small equipment, materials, publications, subscription, meals and other expenses as may be authorized by the Executive Director or his/her designee in accordance with purchasing policies.

A. Fund Authorized Amount: The Fund is currently set at $500 until modified by the RTC Board. Claims against the fund are limited to $200 per claim.

B. Fund Audit: Strict accounting of the fund shall be maintained. In addition to the annual independent audit, the fund shall be audited internally at least quarterly.
C. Fund Replenishment: The fund will be replenished when it is 50% depleted (expended) and at the fiscal year end. For each expenditure and any cash received, receipts shall be obtained and itemized.

5.7 Credit Card Use

RTC credit cards used for official RTC business are subject to the existing RTC purchasing and travel policies and procedures and must be supported by receipts and/or documentation for the purpose of the purchase.

A. Credit Card Company: The Executive Director or his/her designee may use the CalCard system or may contract the services of any other credit card company.

B. Card Holders and Credit Limits: Credit cards are issued to the Executive Director, the Deputy Director, and the designated RTC Purchasing Agent. The Executive Director may issue additional credits cards to other designated RTC staff members as needed. The Executive Director will set the credit line and single transaction limits of each card in accordance with company card restrictions.

5.8 On a quarterly basis, the Executive Director shall provide the Budget, Administration, and Personnel Committee with a listing of all warrants paid and credit card statements for the reporting period.
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (RTC)

Human Resources Policies

Policies Approved by the RTC 9/7/06
Effective on 11/4/06
8.3 Release During Probation

9. EMPLOYEE CONDUCT
9.1 Employee Conduct Generally
9.2 Attendance
9.3 Outside Employment
9.4 Conflict of Interest
9.5 Fitness for Duty
9.6 Nepotism
9.7 Permitted and Prohibited Political Activities
9.8 Cause for Discipline
9.9 Drug and Alcohol-Free Workplace

10. HOURS OF WORK
10.1 Work Week
10.2 Work Schedule
10.3 Alternate Work Schedule and Flexible Work Hours
10.4 Telecommuting Policy
10.5 Rest and Meal Periods

11. OVERTIME
11.1 Eligibility
11.2 Management Personnel Compensatory Time Off
11.3 Managerial Classifications Eligible for Compensatory Time Off

12. HOLIDAYS
12.1 General
12.2 Holiday Observance
12.3 Holiday Schedule

13. PAID LEAVE
13.1 Purpose
13.2 Accruals of Annual Leave, Vacation Leave, and Sick Leave
13.3 Sick Leave
13.4 Emergency Sick Leave
13.5 Certification
13.6 Worker’s Compensation Leave
13.7 Jury Duty
13.8 Bereavement Leave

14. UNPAID LEAVE
14.1 Authorized Leave Without Pay
14.2 Military Leave
14.3 Family Care and Medical Leave
14.4 Leave for Temporary Disability Due to Pregnancy

15. BENEFITS
15.1 Benefits for Employees in Budgeted Positions
11.3 **Managerial Classifications Eligible for Compensatory Time Off**

Classifications eligible for compensatory time off includes the Fiscal Officer, Deputy Director, and Administrative Services Officer.

**SECTION 12 – HOLIDAYS**

12.1 **General**

The RTC offices will be closed on the holidays listed below. Pay for such holidays for eligible employees is specified in the applicable MOU or Employment Agreement.

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>2. Martin Luther King's Birthday</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>3. President's Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>4. Cesar Chavez Day</td>
<td>March 31</td>
</tr>
<tr>
<td>5. Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>6. Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>7. Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>8. Columbus Day/Indigenous Peoples' Day</td>
<td>Second Monday in October</td>
</tr>
<tr>
<td>9. Veterans Day</td>
<td>November 11</td>
</tr>
<tr>
<td>10. Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>11. Friday after Thanksgiving Day</td>
<td>The day after Thanksgiving Day</td>
</tr>
<tr>
<td>12. Half day on Christmas Eve</td>
<td>Half day on December 24</td>
</tr>
<tr>
<td>13. Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

12.2 **Holiday Observance**

When a holiday falls on a Sunday, the following Monday shall be observed; when a holiday falls on Saturday, the previous Friday shall be observed.

12.3 **Holiday Schedule**

Holiday schedule for the upcoming calendar year will be given to each regular employee during the month of December.

**SECTION 13 – PAID LEAVE**

13.1 **Purpose**

Paid leave is a benefit provided to employees in budgeted positions and is designed to give the employee an opportunity to rest and relax or to recuperate from illness of injury of self or qualified family members.

13.2 **Accruals of Annual Leave, Vacation Leave, Sick Leave, and Administrative Leave**

The amount and type of paid leave which regular employees accrue is specified in the
applicable MOU or Employment Agreement. The conditions for utilization of such leave is also specified in the MOU.

13.3 Sick Leave

Sick leave is paid leave from work that can be used for the following purposes:

(a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee’s family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling (Labor Code §§ 233(b)(2); 245.5(c); 246.5(a)(1)); or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety. (Labor Code §§ 230(c); 233(b)(3)(A); 246.5(a)(2)).

Additionally, from April 1, 2020 through December 31, 2020, employees can take Emergency Paid Sick Leave as follows:

(a) Employees are entitled to Emergency Paid Sick Leave at their regular rate of pay if they are unable to work or telework for the following reasons:

(1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.

(2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

(3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

(b) Employees are entitled to Emergency Paid Sick Leave at two-thirds of the employee’s regular rate of pay if they are unable to work or telework because:

(1) The employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or been advised by a health care provider
to self-quarantine due to concerns related to COVID-19 order as described in subparagraph (1) or has been advised as described in paragraph (2) of subsection (a), above.

(2) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

(3) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

13.4 **Emergency Paid Sick Leave**

(1) Leave taken as Emergency Paid Leave is in addition to any other leave accrued. However, employees are only entitled to 80 hours of Emergency Paid Sick Leave, and does not accrue beyond 80 hours. Unused leave does not carryover for any employees.

(2) Emergency Paid Sick Leave is subject to the following caps:

   **i. $511/Day and $5,110 in the Aggregate for the Following Employee-Related COVID-19 Absence Reasons**

   1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19. *(An employee subject to a quarantine or isolation order may not take Emergency Paid Sick leave if the employer does not have work for the employee as a result of the order or other circumstances. Such an employee might be eligible for unemployment insurance benefits.)*

   2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

   3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

   **ii. $200/Day and $2,000 in the Aggregate for the Following Reasons: Reasons Related to the Employee Taking Leave to Care for an Individual or Son or Daughter**

   1. The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in paragraph (2).

   2. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

   3. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
(3) Employees may supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.


(4) Part-time employees are entitled to paid leave for the average number of hours worked over a 2-week period at their regular rate of pay, subject to the same caps.

13.5 Certification

1. An employee using Emergency Paid Sick Leave must certify the reason for the leave.

2. The Certification must include a signed statement containing the following information: (1) The employee's name; (2) the date(s) for which leave is requested; (3) the COVID-19 qualifying reason for leave; and (4) a statement representing that the employee is unable to work or telework because of the COVID-19 qualifying reason.

3. An employee requesting paid sick leave under section 13.4(2)(i)(1) above must provide the name of the government entity that issued the quarantine or isolation order to which the employee is subject.

4. An employee requesting paid sick leave under section 13.4(2)(i)(2) above must provide the name of the health care provider who advised him or her to self-quarantine for COVID-19 related reasons.

5. An employee requesting paid sick leave under section 13.4(2)(ii)(1) above must provide either (1) the government entity that issued the quarantine or isolation order to which the individual is subject or (2) the name of the health care provider who advised the individual to self-quarantine, depending on the precise reason for the request.

6. An employee requesting to take paid sick leave under section 13.4(2)(ii)(2) to care for his or her child must provide the following information: (1) The name of the child being cared for; (2) the name of the school, place of care, or child care provider that closed or became unavailable due to COVID-19 reasons; and (3) a statement representing that no other suitable person is available to care for the child during the period of requested leave.

13.5.13.6 Worker’s Compensation Leave

Workers compensation disability benefits shall be provided in accordance with State law to employees on the job injuries or illness. Annual and/or vacation leave may be used to supplement Worker's Compensation disability benefits up to the employee's salary only after accrued sick leave, if available, has been exhausted.

13.6.13.7 Jury Duty

Employees called for jury duty during working hours will be authorized time off with pay for the duration of jury duty. Employees dismissed from jury duty before the end of the work-day shall report for duty. Compensation paid by the court, other than travel expenses, will be returned to RTC by the employee after receipt of payment from jury duty.

13.7.13.8 Bereavement Leave

The availability of bereavement leave is specified in the applicable MOU.

SECTION 14 – UNPAID LEAVE
EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF HUMAN RESOURCES POLICIES

I, ________________________________, acknowledge that I have (Print Name of Employee)

received a copy of the RTC Human Resources Policies which contains important information on my privileges and obligations as an employee. I acknowledge that I am expected to read, understand and adhere to Commission policies and will familiarize myself with the material in these Policies.

_________________________    ________________________
(Employee Signature)        (Date)
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### Santa Cruz County Regional Transportation Commission

**THREE MONTH MEETING SCHEDULE**  
**July 2020-September 2020**

Meetings subject to cancellation when there are no action items to be considered. Visit [our website](#) for agenda materials.

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Meeting Day</th>
<th>Meeting Type</th>
<th>Meeting Time</th>
<th>Meeting Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/06/20</td>
<td>Thursday</td>
<td>Regional Transportation Commission</td>
<td>9:00 am</td>
<td>Zoom Teleconference</td>
</tr>
<tr>
<td>08/10/20</td>
<td>Monday</td>
<td>Bicycle Advisory Committee</td>
<td>6:00 pm</td>
<td>Zoom Teleconference</td>
</tr>
<tr>
<td>08/11/20</td>
<td>Tuesday</td>
<td>Elderly &amp; Disabled TAC</td>
<td>1:30 pm</td>
<td>Zoom Teleconference</td>
</tr>
<tr>
<td>08/13/20</td>
<td>Thursday</td>
<td>Budget and Administration/Personnel</td>
<td>10:00 am</td>
<td>Zoom Teleconference</td>
</tr>
<tr>
<td>08/20/20</td>
<td>Thursday</td>
<td>Interagency Technical Advisory Committee</td>
<td>1:30 pm</td>
<td>Zoom Teleconference</td>
</tr>
<tr>
<td>09/03/20</td>
<td>Thursday</td>
<td>Regional Transportation Commission</td>
<td>9:00 am</td>
<td>Zoom Teleconference</td>
</tr>
<tr>
<td>09/10/20</td>
<td>Thursday</td>
<td>Budget and Administration/Personnel</td>
<td>3:00 pm</td>
<td>Zoom Teleconference</td>
</tr>
<tr>
<td>09/16/20</td>
<td>Wednesday</td>
<td>TOS/Safe on 17</td>
<td>10:00 am</td>
<td>Zoom Teleconference</td>
</tr>
<tr>
<td>09/17/20</td>
<td>Thursday</td>
<td>Interagency Technical Advisory Committee</td>
<td>1:30 pm</td>
<td>Zoom Teleconference</td>
</tr>
</tbody>
</table>

Zoom Teleconference – See agenda for log-in details.
<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Rec’d/Sent</th>
<th>Response</th>
<th>First</th>
<th>Last</th>
<th>Organizatio n</th>
<th>First</th>
<th>Last</th>
<th>Organization</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/26/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Trish</td>
<td>Champman State Coastal Conservancy</td>
<td>NA</td>
<td></td>
<td></td>
<td>Not everyone knows what B&amp;A/P stands for. Spell it out in announcements.</td>
</tr>
<tr>
<td>05/26/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.27.2020</td>
<td>NA NA</td>
<td>Henry</td>
<td>Hooker Citizen</td>
<td>John</td>
<td>Barnes</td>
<td>Davenport North Coast Association</td>
<td>TCAA comment - how can we have a realistic discussion of alternatives when there is an almost certainty that any right of way use that does not include rail will spawn litigation?</td>
</tr>
<tr>
<td>05/26/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.27.2020</td>
<td>NA NA</td>
<td>Jack</td>
<td>Brown Citizen</td>
<td>Anne</td>
<td>Carr</td>
<td>Citizen</td>
<td>Failure of Sonoma Marin Area Rail Transit should be a lesson in SC County - cut losses and use the corridor for active transportation and improve bus system as a bus on shoulder system</td>
</tr>
<tr>
<td>05/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>T.Travers 5.29.2020</td>
<td>NA NA</td>
<td>Courtney</td>
<td>NA Pedelec Ebikes</td>
<td>NA</td>
<td></td>
<td></td>
<td>Inquiry about e-bike laws in Santa Cruz.</td>
</tr>
<tr>
<td>05/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.27.2020</td>
<td>NA NA</td>
<td>John</td>
<td>Barnes</td>
<td>Davenport North Coast Association</td>
<td>John</td>
<td>Barnes</td>
<td>Davenport North Coast Association</td>
</tr>
<tr>
<td>05/27/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.27.2020</td>
<td>NA NA</td>
<td>Anne</td>
<td>Carr</td>
<td>Citizen</td>
<td>Anne</td>
<td>Carr</td>
<td>Citizen</td>
</tr>
<tr>
<td>05/28/20</td>
<td>Email</td>
<td>Incoming</td>
<td>S.Munz 6.3.2020</td>
<td>NA NA</td>
<td>Jeanette</td>
<td>Ponzo Guire Roaring Camp Railroad</td>
<td>Jon</td>
<td>Ifland</td>
<td>Ifland Engineers</td>
<td>Zoom meeting log-in trouble.</td>
</tr>
<tr>
<td>05/29/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 5.29.2020</td>
<td>NA NA</td>
<td>Joshua</td>
<td>Orzech Citizen</td>
<td>Dana</td>
<td>Bagshaw</td>
<td>Campaign for Sustainable Transportation</td>
<td>Suggestions for a bus route from the East side of Santa Cruz to the West side.</td>
</tr>
<tr>
<td>06/02/20</td>
<td>Letter</td>
<td>Incoming</td>
<td>K.Corwin 6.19.2020</td>
<td>NA NA</td>
<td>Dana</td>
<td>Bagshaw Campaign for Sustainable Transportation</td>
<td>Brian</td>
<td>Peoples</td>
<td>Trail Now</td>
<td>Re: Effects of COVID 19 on infrastructure and proposal to form a working committee composed of RTC Staff, Commissioners, Community Members</td>
</tr>
<tr>
<td>06/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>T.Travers 6.3.2020</td>
<td>Tommy</td>
<td>Travers</td>
<td>SCCRTC</td>
<td>Jon</td>
<td>Ifland</td>
<td>Ifland Engineers</td>
<td>Interested in gathering information about the Bean Creek Bike Path Project.</td>
</tr>
<tr>
<td>05/30/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 6.3.2020</td>
<td>NA NA</td>
<td>Brian</td>
<td>Peoples Trail Now</td>
<td>Grace</td>
<td>Blakeslee</td>
<td>SCCRTC</td>
<td>Submission of DeCinzo's comic &quot;The RTC Wall&quot;</td>
</tr>
<tr>
<td>06/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 6.3.2020</td>
<td>NA NA</td>
<td>Brian</td>
<td>Peoples Trail Now</td>
<td>Grace</td>
<td>Blakeslee</td>
<td>SCCRTC</td>
<td>Request that the Alternatives Analysis include Micro-shuttles as one of the transit modes assessed. Submission of DeCinzo's comic &quot;Roaring Camp &amp; Boardwalk&quot;</td>
</tr>
<tr>
<td>06/02/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Robert</td>
<td>Solick Citizen</td>
<td>Brian</td>
<td>Peoples</td>
<td>Trail Now</td>
<td>Follow-up to the ongoing trash dumping and health hazard in the New Brighton State Park area and along SCCRTC railroad right-of-way.</td>
</tr>
<tr>
<td>06/04/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 6.10.2020</td>
<td>NA NA</td>
<td>Brian</td>
<td>Peoples Trail Now</td>
<td>Grace</td>
<td>Blakeslee</td>
<td>SCCRTC</td>
<td>Roaring Camp &quot;The Elephant in the Room&quot;</td>
</tr>
<tr>
<td>06/04/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 6.9.2020</td>
<td>NA NA</td>
<td>Tom</td>
<td>Kellogg Citizen</td>
<td>Grace</td>
<td>Blakeslee</td>
<td>SCCRTC</td>
<td>I support Trail Now. Please include a Trail Now member in all planning meetings.</td>
</tr>
<tr>
<td>06/11/20</td>
<td>Email</td>
<td>Incoming</td>
<td>Y.Parra 6.09.2020</td>
<td>NA NA</td>
<td>Tom</td>
<td>Haid Citizen</td>
<td>Y.Parra</td>
<td></td>
<td></td>
<td>Why was the B&amp;A/P meeting cancelled?</td>
</tr>
<tr>
<td>06/05/20</td>
<td>Email</td>
<td>Incoming</td>
<td>NA NA</td>
<td>SCCRTC</td>
<td>Jean</td>
<td>Mahoney Citizen</td>
<td>Guy</td>
<td>Preston</td>
<td>SCCRTC</td>
<td>You are obligated to re-do this study and offer the choice of trail only on the public land.</td>
</tr>
<tr>
<td>06/07/20</td>
<td>Email</td>
<td>Incoming</td>
<td>K.Corwin 6.9.2020</td>
<td>Guy Preston</td>
<td>SCCRTC</td>
<td>Tim Carl The Carl Group</td>
<td>K.Corwin</td>
<td>6.9.2020</td>
<td>Guy Preston</td>
<td>I am the president of Summer Woods HOA and we are concerned about the actions of RTC and its contractor. We request a meeting.</td>
</tr>
</tbody>
</table>

13-1
<table>
<thead>
<tr>
<th>Date Letter Rec’d/Sent</th>
<th>Type</th>
<th>Incoming/Outgoing</th>
<th>Response</th>
<th>First</th>
<th>Last</th>
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<th>Organizational Last</th>
<th>Organization</th>
<th>Subject</th>
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</thead>
<tbody>
<tr>
<td>06/07/20 Email</td>
<td>In</td>
<td>NA</td>
<td>K. Corwin</td>
<td>NA</td>
<td>Corwin</td>
<td>Brian</td>
<td>Peoples</td>
<td>SCCRTC</td>
<td>Trail Now Submission of Decinzo’s comic &quot;Wasting Tax Dollars on Old Railroad&quot;</td>
</tr>
<tr>
<td>06/08/20 Email</td>
<td>In</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Brian</td>
<td>Peoples</td>
<td>SCCRTC</td>
<td>Trail Now Trail Now is a Political Action Committee for 1st district supervisor elections</td>
</tr>
<tr>
<td>06/09/20 Email</td>
<td>In</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Sally</td>
<td>Arnold</td>
<td>SCCRTC</td>
<td>Friends of the Rail and Trail Rail Trail updates and TAMC survey</td>
</tr>
<tr>
<td>06/07/20 Email</td>
<td>In</td>
<td>R. Moriconi 6/9/20</td>
<td>Rachel</td>
<td>Moriconi</td>
<td>Rachel</td>
<td>Becky</td>
<td>Steinbruner</td>
<td>Citizen</td>
<td>What can you tell me about the status repairs on Venetian Drive?</td>
</tr>
<tr>
<td>06/12/20 Email</td>
<td>In</td>
<td>K. Corwin 6/12/20</td>
<td>Krista</td>
<td>Corwin</td>
<td>Krista</td>
<td>Joshua</td>
<td>Orzech</td>
<td>Citizen</td>
<td>Suggestions for bus routes from Capitola to west side businesses</td>
</tr>
<tr>
<td>06/15/20 Letter</td>
<td>In</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Steven</td>
<td>Kajihara</td>
<td>SCCRTC</td>
<td>Regarding property in east of San Andreas Road APN (046-201-09), we are requesting an extension of 90 calendar days to gather information.</td>
</tr>
<tr>
<td>06/11/20 Email</td>
<td>In</td>
<td>A. Naranjo 6/17/20</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Heidi</td>
<td>Owens</td>
<td>Citizen</td>
<td>Do you see any planning occurring for the next Safe on 17 meetings? Can they do zoom?</td>
</tr>
<tr>
<td>06/01/20 Email</td>
<td>In</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Daijaku</td>
<td>Owens</td>
<td>SCCRTC</td>
<td>Feedback on survey design: COVID-19 Impacts on Commuting</td>
</tr>
<tr>
<td>06/11/20 Email</td>
<td>In</td>
<td>K. Corwin 6/16/20</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Joanna</td>
<td>Edmonds</td>
<td>SCCRTC</td>
<td>City of Santa Cruz Share GO Santa Cruz eBikes Virtual Workshop (June 25) with RTC staff.</td>
</tr>
<tr>
<td>06/17/20 Email</td>
<td>In</td>
<td>NA</td>
<td>Greg</td>
<td>Caput</td>
<td>County BOS</td>
<td>Debbie</td>
<td>Bulger</td>
<td>SCCRTC</td>
<td>Comments on proposed changes to the Holohan Road/SR 152 Intersection re: Pedestrian Safety</td>
</tr>
<tr>
<td>06/18/20 Email</td>
<td>In</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Cassie</td>
<td>Bronson</td>
<td>Atchison, Barisone &amp; Condotti, APC</td>
<td>Public records request</td>
</tr>
<tr>
<td>05/27/20 Letter</td>
<td>In</td>
<td>NA</td>
<td>Guy</td>
<td>Preston</td>
<td>Guy</td>
<td>Lon</td>
<td>Van Gemert</td>
<td>Progressive Rail</td>
<td>ACL Agreement</td>
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<tr>
<td>05/29/20 Letter</td>
<td>Out</td>
<td>NA</td>
<td>Lon</td>
<td>Van Gement</td>
<td>Lon</td>
<td>Guy</td>
<td>Preston</td>
<td>SCCRTC</td>
<td>Response to ACL Agreement</td>
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## PROJECTS UNDER CONSTRUCTION

<table>
<thead>
<tr>
<th>Project</th>
<th>Location</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager (Resident Engineer)</th>
<th>Contractor</th>
<th>Comments</th>
</tr>
</thead>
</table>
| 1. **Santa Cruz 1 CAPM and Bridge Rails**  
(1C85U) | In and near Santa Cruz from North Aptos up to Jct. Route 9 PM (10.2 to 17.5) | Pavement Rehabilitation, ADA Curb Ramps, Guardrail/Barrier rail/Bridge | June 2, 2019 - Fall 2020 | $22 million | SHOPP | Luis Duazo (GG) | Granite Construction Company Watsonville, CA | Work has started on repairing failed pavement (grinding) in preparation for paving. Works also continues on bridge rails. |
| 2. **Highway 17 Pasatiempo Shoulder Widening**  
(1C670) | South of Pasatiempo overcrossing (PM 0.2/0.5) | Shoulder widening and soil nail wall | Spring 2019 - Summer 2020 | $5.7 million | SHOPP | Luis Duazo (BR) | Graniterock Company Watsonville, CA | Retaining wall construction has begun and project is scheduled to be substantially complete by Summer 2020; Project is currently in winter suspension. |
| 3. **Highway 17 North Route 17 CAPM**  
(1F760) | Scotts Valley from just north of the Granite Creek Road overcrossing to SCL (PM 6.0/12.5) | Maintenance pavement overlay | Summer 2020 | $19 million | SHOPP SB-1 | Doug Hessing (JW) | Granite Construction Company, Watsonville, CA | Construction is underway and is scheduled to be completed in Summer of 2020. |
| 4. **Pedestrian Signal Upgrades**  
(1G160) | Various Locations: Highways 1, 9, 17, 129, and 152 | Install Accessible Pedestrian Signal (APS) | January 2020 - Summer 2020 | $ 1.8 million | SHOPP | Mike Lew (FA) | Crosstown Electrical & Data, Inc | Construction is currently ongoing. |
## PROJECTS IN DEVELOPMENT

<table>
<thead>
<tr>
<th></th>
<th>Project</th>
<th>Location Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Estimated Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager</th>
<th>Phase</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>5.</td>
<td>Highway 1 Soquel Creek Scour Protection (1H480)</td>
<td>In Capitola at Soquel Creek Bridge (PM 13.3)</td>
<td>Bridge preventative maintenance – Place scour protection</td>
<td>Winter 2022</td>
<td>$2.2 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E</td>
<td>PA&amp;ED was achieved 4/14/2020. Project to move into PS&amp;E (Design Phase).</td>
</tr>
<tr>
<td>6.</td>
<td>TMS Detection Repair (1H990)</td>
<td>Various locations throughout District 5 along SRs 1, 17, 68, 156, 101 (PM Various)</td>
<td>Replace failed TMS Detection</td>
<td>Summer 2020</td>
<td>$451,000</td>
<td>SHOPP</td>
<td>Brandy Rider/Amy Donatello</td>
<td>PS&amp;E/RW</td>
<td>Project is in Design.</td>
</tr>
<tr>
<td>7.</td>
<td>Highway 1/Highway 17 Ramp Safety Improvements (1H060)</td>
<td>From the fishhook to Pasatiempo overcrossing (PM 16.7)</td>
<td>Construct ramp safety improvements</td>
<td>Summer 2020</td>
<td>$5.8 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
<td>PS&amp;E and R/W phase to be completed in June.</td>
</tr>
<tr>
<td>8.</td>
<td>Highway 1 Davenport Culvert Replacement (0J200)</td>
<td>Near Davenport and south of Waddell Creek Bridge (PM 31.9/35.7)</td>
<td>Replace culverts</td>
<td>Fall 2021</td>
<td>$3.6 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>The project is in the design, right of way, and permitting phase.</td>
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<tr>
<td>9.</td>
<td>SCr 9 South Drainage and Erosion Control Improvements (1F920)</td>
<td>From SR 1 and 9 to slightly north of Glen Arbor Road (PM 0.0/8.5)</td>
<td>Upgrade drainage systems and stabilize slopes</td>
<td>Fall 2020</td>
<td>$2 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PS&amp;E/RW</td>
<td>Project is in Design.</td>
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<tr>
<td>Project</td>
<td>Location Post Mile (PM)</td>
<td>Description</td>
<td>Construction Timeline</td>
<td>Estimated Construction Cost</td>
<td>Funding Source</td>
<td>Project Manager</td>
<td>Phase</td>
<td>Comments</td>
<td></td>
</tr>
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<tr>
<td>10.</td>
<td>Highway 9 PM 1.0 and 4.0 Viaduct (1K120)</td>
<td>Near SCr north of Vernon Street (PM 1/1) Construct side-hill viaduct restore roadway and facilities, place Water Pollution Control BMPs, erosion control</td>
<td>Fall 2022</td>
<td>$9.9 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>Project is in preliminary Design and Environmental phase.</td>
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<tr>
<td>11.</td>
<td>SCr 9 Upper Drainage and Erosion Control Improvements (1G950)</td>
<td>In Boulder Creek from Holiday Lane to just south of Ben Lomond to the SR 236/9 Junction Upgrade drainage and erosion control</td>
<td>Spring 2023</td>
<td>$5.4 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td></td>
<td></td>
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<td>12.</td>
<td>Highway 9 San Lorenzo River Bridge and Kings Creek Bridge Replacement (1H470)</td>
<td>Near Boulder Creek, at San Lorenzo River Bridge and at Kings Creek Bridge Replace bridges</td>
<td>Summer 2022</td>
<td>$12 million</td>
<td>SHOPP SB-1</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>Project is in preliminary Design and Environmental phase.</td>
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<td>13.</td>
<td>Highway 9 Hairpin Tieback (1K130)</td>
<td>Near Boulder Creek about 1.1 miles south of the SR 236/9 Junction Soldier Pile Tieback Retaining Wall</td>
<td>Spring 2021</td>
<td>$2.6 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>Storm Damage Repair</td>
<td></td>
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<tr>
<td>14.</td>
<td>Highway 17 Wildlife Habitat Crossing (1G260)</td>
<td>From Laurel Road to just north of Laurel Road Construct wildlife undercrossing</td>
<td>2020</td>
<td>$6.22 million</td>
<td>SHOPP</td>
<td>Aaron Henkel</td>
<td>PS&amp;E/RW</td>
<td>Project is in design and on schedule.</td>
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### PROJECTS IN DEVELOPMENT (Cont’d.)

<table>
<thead>
<tr>
<th></th>
<th>Project</th>
<th>Location Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Estimated Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager</th>
<th>Phase</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>15.</td>
<td>Highway 129/ Lakeview Road Intersection Improvements (1G990)</td>
<td>Near Watsonville, at Lakeview Road (PM 1.4)</td>
<td>Construct roundabout and improve street lighting</td>
<td>2020</td>
<td>$4.5 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
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<td>16.</td>
<td>Highway 152 Corralitos Creek ADA (05-1F620)</td>
<td>Near Watsonville, East of Beverly Drive to Holohan / College Road (PM1.9 to R2.0)</td>
<td>Construct Accessible Pathway</td>
<td>Spring 2022</td>
<td>$3.4 million</td>
<td>SHOPP</td>
<td>Mike Lew</td>
<td>PA&amp;ED</td>
<td>Project Report has been approved.</td>
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<td>17.</td>
<td>Crosswalks and Pedestrian Safety Enhancements (1G760)</td>
<td>Various Locations: Highways 1, 9, 129, and 152 (Note: Project also includes six locations in Monterey County, on Routes 68 and 183)</td>
<td>Electrical/Signs/Flashing Beacons/Markings/Pavements</td>
<td>Spring/Summer 2020</td>
<td>$1,000,000</td>
<td>Minor</td>
<td>Mike Lew</td>
<td>PS&amp;E</td>
<td>Contract was awarded to Alfaro Communications Construction and will begin in Summer 2020.</td>
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<td>18.</td>
<td>Highway 236 Heart Hill Wall (1M450)</td>
<td>Near Boulder Creek (PM 5.4)</td>
<td>Install engineered fill and restore roadway</td>
<td>2022/2023</td>
<td>$1.8 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PID</td>
<td>Project is in the initiation phase.</td>
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<tr>
<td>19.</td>
<td>Project</td>
<td>Description</td>
<td>Year</td>
<td>Cost</td>
<td>Purpose</td>
<td>Responsible</td>
<td>Notes</td>
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<tr>
<td>Santa Cruz &amp; San Benito Rumble Strip &amp; Striping Safety Project (1M330)</td>
<td>Various-multiple county locations. For SCr, the project includes 1, 9, 17, 129</td>
<td>Update Striping and Install Edgeline and Center Rumble Strips at Various Locations</td>
<td>2023</td>
<td>$4.7 million</td>
<td>SHOPP Safety Collision Reduction</td>
<td>Doug Hessing (J.W.)</td>
<td>PS&amp;E</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ACRONYMS USED IN THIS REPORT:**

- ADA: Americans with Disabilities Act
- CEQA: California Environmental Quality Act
- CMAQ: Congestion Mitigation Air Quality
- CMIA: Corridor Mobility Improvement Account
- CTC: California Transportation Commission
- ED: Environmental Document
- EIR: Environmental Impact Report
- PA&ED: Project Approval and Environmental Document
- PM: Post Mile
- PS&E: Plans, Specifications, and Estimates
- RW: Right of Way
- SB1: Senate Bill 1, the Road Repair and Accountability Act of 2017
- SCL: Santa Clara County Line
- SHOPP: State Highway Operation and Protection Program
- SR: State Route
- STIP: State Transportation Improvement Program
- TMS: Traffic Management System
RECOMMENDATIONS
Staff recommends that the Regional Transportation Commission serving as the Service Authority for Freeway Emergencies (RTC SAFE) accept the attached 2019 Annual Report for the Safe on 17 Safety Corridor Program (Attachment 1).

BACKGROUND
In 1998, the California Highway Patrol (CHP) initiated the Safe on 17 Program with the aid of a grant from the California Office of Traffic Safety (OTS). The OTS grant was available from March 1999 to March 2002. During that period, injury and fatal collisions were reduced by 34% on Highway 17 from a pre-program average of 249 to 165 through a combination of CHP enforcement, roadway improvements, and a public information campaign. The Safe on 17 program is still active today due to the interest of multiple agencies to continue to improve safety on Highway 17. RTC SAFE provides $50,000 per year for extra CHP enforcement on the Santa Cruz County side of Hwy 17 and the Metropolitan Transportation Commission (MTC) SAFE provides $50,000 per year for extra CHP enforcement on the Santa Clara County side of Hwy 17. Beginning with fiscal year 2019-20 the RTC will also provide $50,000 per year from Measure D funds for the extra enforcement on the Santa Cruz County side of Highway 17. In addition to the extra enforcement, Caltrans has spent tens of millions of dollars on numerous projects to improve safety on the Highway 17 corridor. The CHP compiles collision and citation statistics, and RTC SAFE continues to convene the Safe on 17 Task Force. The program goal is to maintain the reduced 165-injury/fatal collision rate achieved on Highway 17 during the OTS grant period.
DISCUSSION
The 2019 Safe on 17 Annual Report (Attachment 1) reviews collision and citation data collected from CHP, highlights construction and improvement projects led by Caltrans and other stakeholders, and summarizes public information and outreach activities. The annual report was prepared by RTC staff, with input from MTC SAFE, Caltrans, and CHP. Sergeant Troy Vincent from CHP Santa Cruz has been invited to attend the June 29th RTC meeting to answer questions and provide additional information about enforcement efforts.

The Safe on 17 Program includes funding for extra CHP enforcement, highway and traffic safety improvements, collision and citation rate monitoring, biannual Safe on 17 task force meetings, and public information and outreach activities. Below are program highlights for 2019. Additional information is provided in the 2019 Annual Report. **Staff recommends that the RTC accept the 2019 Safe on 17 Annual Report.**

**Collisions:** There were 839 total collisions in 2019, including 4 fatal collisions and 275 injury collisions. Most fatal collisions occurred in Santa Clara County. Injury and fatal collisions were 12% higher in 2019 compared to the preprogram 3-year average of 249.

The Task Force has a goal to maintain the reduced three-year collision rate average achieved during the OTS grant period of 165 injury and fatal collisions. The latest 3-year average (2017-2019) for fatal and injury collisions is 262, which exceeds the Task Force goal by 45%. The 2019 Annual Report (Attachment 1) summarizes annual collisions data from 1996-2019.

Attachment 2 of the annual report compares the amount of rainfall or precipitation with the number of injury and fatal collisions by quarter. There appears to be a correlation between the amount of rainfall and the number of collisions on Highway 17 where injury and fatal collisions increase as precipitation increases. During periods of inclement weather, CHP increase their presence on Highway 17 to respond to incidents, provide traffic breaks, and maintain visual presence at collision hot spot locations.

**Extra CHP Enforcement:** Increased CHP visibility on Highway 17 provides a deterrent to motorists who practice unsafe driving behavior. In 2019, there was a total of 1,186 hours of extra CHP enforcement on Highway 17 – 641
hours in Santa Cruz County and 545 hours in Santa Clara County. Santa Cruz
CHP worked nearly twice as many hours in 2019 compared to 2018, in part
due to an increase in available funds for extra enforcement and the addition of
4 new CHP patrol officers.

**Citations:** Primary collision factors, including unsafe speed, improper turning
and improper lane changes account for a majority of all citations issued. In
2019, 1,284 citations were issued during 1,186 officer overtime hours on
Highway 17. Due to a recent change in reporting software, CHP was unable to
provide the number of citations issued during regular patrol hours on Highway
17 for 2019. The *2019 Annual Report: Attachment 4* breaks out monthly
citations by type and county.

**Safe on 17 Task Force Meetings:** In 2019, the Task Force discussed the
outcomes of the CHP’s extra enforcement efforts, provided input on current
Caltrans’ Highway 17 projects and maintenance activities, and provided input
on potential Highway 17 traffic operation improvements. Task Force members
include CHP from the Santa Cruz and San Jose areas, Caltrans Districts 4 and
5, MTC SAFE, RTC SAFE, emergency responders, local legislators, local media
and local police.

**Public Information:** Public information educates motorists about safety on
Highway 17. In 2019, CHP included information about safe driving on Highway
17 at CHP sponsored events including new driver education programs held at
high schools and motorcycle and community events. The Santa Clara County
Fire Department (SCCFD) revitalized its “Safe on 17” safety campaign with
videos about the dangers of distracted driving, tips for driving in inclement
weather, secondary accidents, and first responder safety. The Fire Safe Council
also shared outreach materials and plans for notifying mountain residents and
commuters of potential traffic impacts resulting from the SR-17 shaded fuel
break project.

**Highway 17 Safety Improvements:** Highway improvements are developed,
coordinated and implemented by Caltrans, with input from the Safe on 17 Task
Force. In 2019, Caltrans completed several important safety projects on
Highway 17 including constructing multiple storm water mitigation
improvements, widening shoulders, installing concrete guardrails, and repaving
lanes from Granite Creek Rd to the Santa Cruz County line. Caltrans also
advanced work for ramp safety improvements at the Fishhook (Highway
1/Highway 17) and the wildlife habitat crossing at Laurel Curve. Caltrans District 4 in Santa Clara County expedited a traffic safety project on Highway 17 from the Santa Cruz County line to Alma College Road in Los Gatos with construction to begin in January 2021. Caltrans has additional highway improvements planned for 2020-2021. Details about these projects are available in the 2019 Safe on 17 Annual Report.

Annual Report Conclusion: As communicated in the annual report collisions on Highway 17 have increased significantly over the past four years. During the same period average annual rainfall has been significantly higher than previous years and distracted driving due to mobile devices and on-board features and equipment of recent automobiles has increased. In addition, the funding for additional enforcement had remained the same at $50,000 per side of Highway 17 since 2003, while CHP cost for enforcement hours increased by about 65% the number of enforcement hours that could be funded with the $50,000. Starting with FY 2019-20, the RTC also programmed $50,000 per year in Measure D funds for extra enforcement on the Santa Cruz County side of Highway 17. RTC staff will work with MTC SAFE to also increase funding for extra enforcement on the Santa Clara County side of Highway 17. This additional funding along with more focused efforts on wet weather and distracted driving should help to reduce collisions.

**FISCAL IMPACT**
The SCCRTC SAFE funds are generated from a $1 fee per year on all vehicles registered in Santa Cruz County and are used and must be used primarily to pay for the highway call box program. Remaining funds may be used for other motorist aid programs and services. Since 2003, the RTC has been using $50,000 in SAFE funds to pay for the extra CHP enforcement on Highway 17 in the Santa Cruz County side of the mountains. In 2019, RTC SAFE allocated an additional $50,000 per year in Measure D funds for enhanced CHP enforcement. These funds are included in the approved RTC budget and the Safe on 17 program does not have any additional fiscal impacts.

**SUMMARY**
The 2019 Safe on 17 Annual Report (Attachment 1) reviews the work done by the CHP, Caltrans, RTC and other stakeholders to continue to improve safety on Highway 17. The 2019 Safe on 17 Program includes: CHP extra enforcement, collision and citation rate monitoring, Safe on 17 Task Force Meetings, public information and outreach, and highway safety improvements.
2019 Safe on 17 Annual Report

1: Safe on 17 Highway 17 Safety Corridor Project 2019 Annual Report
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INTRODUCTION

High collision rates on Highway 17 precipitated the formation of the Safe on 17 Task Force in 1999. The task force was convened to identify conditions and behaviors contributing to collisions on the corridor and to recommend and implement solutions. The task force drew from a broad set of disciplines to assemble strategies that would reduce the high collision rate. Strategies included enhanced enforcement, engineering (capital improvements), signing and striping, public education and awareness.

The present goal of the Safe on 17 Program is to maintain the reduced collision rate average achieved during the 36-month period funded by an Office of Traffic Safety (OTS) grant (1999-2002) using a combination of the original recommendations made by the task force. Engineering improvements, enhanced CHP enforcement tactics, public outreach about motorist safety, and a traffic operations system all contribute to improving safety on Highway 17.

The task force collects data to measure the outcome of these efforts, benchmark progress and monitor where additional improvements may be needed. Typically, safety corridor designations expire after a few years. However, the segment of Highway 17 between Highway 1/17 interchange in Santa Cruz County and Highway 9/17 interchange in Santa Clara County (Figure 1) has maintained its safety corridor designation for 20 years.

Funding for extra CHP enforcement has been provided by the Santa Cruz County Regional Transportation Commission Service Authority for Freeway Emergencies (RTC SAFE) and the Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) in the combined amount of $100,000 per year since 2002. In May 2019, the RTC SAFE approved $50,000 annually in Measure D funds to augment $50,000 in annual SAFE funds for additional CHP enforcement on Highway 17 in Santa Cruz County and to cover inflationary cost increases in hourly rates. CHP enforcement hourly rates have increased more than 65% since the RTC started providing SAFE funds in 2002.

Caltrans continued to make capital improvements on Highway 17 throughout 2019. Highway 17 from Scotts Valley to the county line was repaved and high friction surface treatments were applied at various locations, crews constructed a retaining wall near Pasatiempo overcrossing, and storm water...
improvements were completed. Caltrans with Santa Clara County Fire Safe Council and CalFire began the shaded relief project to clear dry brush and vegetation along Highway 17 from Los Gatos to Santa Cruz/Santa Clara county line. Caltrans also expedited a project for traffic safety improvements on Highway 17 between Alma Bridge Road and the Santa Cruz/Santa Clara county line. All of these projects were implemented with the intent to improve traffic safety and reduce the number of collisions on Highway 17.

<table>
<thead>
<tr>
<th>2019 Highway 17 Summary of Facts</th>
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<tbody>
<tr>
<td>• There were 839 total collisions on Highway 17.</td>
</tr>
<tr>
<td>• There were 4 fatal collisions and 275 injury collisions.</td>
</tr>
<tr>
<td>• Injury collisions occurred most frequently in January.</td>
</tr>
<tr>
<td>• CHP issued 1,284 overtime citations and logged 1,186 overtime hours.</td>
</tr>
<tr>
<td>• SCCRTC increased funding for extra CHP enforcement in Santa Cruz County with Measure D funds</td>
</tr>
</tbody>
</table>
COLLISIONS

In 2019, there were 839 collisions reported on Highway 17 between Highway 9 in Los Gatos and Highway 1 in Santa Cruz. There were 4 fatal collisions, 275 injury collisions, and 560 property-damage-only collisions. In Santa Cruz County, 30% of all collisions (130 out of 439 collisions) were injury or fatal collisions. In Santa Clara County, more than 37% of all collisions (149 out of 400) were injury or fatal collisions. Three of the four fatal collisions occurred in Santa Clara County. Attachment 1 lists collision data for Highway 17 for Santa Cruz and Santa Clara County from 1996 – 2019.

Figure 2 shows the annual injury and fatal collision data between 1996 and 2019. Injury and fatal collisions have increased an average of 12% annually since 2014 and such collisions reached a program high in 2019, with 279 collisions. In contrast, the 3-year average for injury and fatal collisions prior to the Safe on 17 Task Force was 249. Prior to 2016, there was a fairly consistent trend in the number of fatal and injury collisions staying significantly below the pre-program period.

Figure 2: Annual Injury & Fatal Collisions (1996 – 2019)

The Task Force has a goal to maintain the reduced three-year collision rate average achieved during the OTS grant period of 165 injury and fatal collisions. The latest 3-year average (2017-2019) for fatal and injury collisions is 262, which exceeds the Task Force goal by 45%. Figure 3 shows the 3-year injury and fatal collision average between 1998 and 2019 and the substantial increase that takes place from 2014 - 2019.
The increase in collisions on Highway 17 over the last five years can be attributed to a combination of factors. Speeding, tailgating and unsafe lane changes (also called primary collision factors) are considered to be the most frequent factors leading to collisions, but distracted driving has significantly impacted road safety. Since the Safe on 17 program began in the late 1990’s a number of developments have increased driver distraction.

These include:
- Significantly increased cellular phone usage
- Proliferation of text messaging, over cellular phones
- Availability of smart phones with access to email, social media, and many other functions
- Usage of real-time navigation systems through a variety of devices

Due to the proven negative impacts of these additional driver distractions, laws have been passed and campaigns have been waged to curtail their effect on collisions, yet many people continue to drive under the influence of these distractions. These additional factors may be some of the reasons for the increased collision rate on Highway 17 in 2019.

External factors may also influence the total number of collisions. Wet weather is considered to increase traffic collisions due to slippery pavement and decreased visibility of the roadway. Increased injury and fatal collisions tend to coincide with wet weather. The total annual rainfall on Highway 17 was 66.12 inches in 2019, with the heaviest rainfall in January, February, and December 2019. Similarly, injury and fatal collisions were highest in January, February, and December 2019. Figure 4 shows the aggregate rainfall near Redwood Estates¹ plotted with the combined injury and fatal collision data for 2017-2019.

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¹ Global Historical Climatology Network (GHCN)-Daily database at the Los Gatos weather station.
Annual rainfall was 33.84 inches in 2018 and 68.81 inches in 2017. Average annual rainfall near Redwood Estates is 46.4 inches. In addition, the average annual rainfall over the past four years (2016 through 2019) was 55.8 inches and collisions have increased significantly over that period. For the previous four years (2012 through 2015) average annual rainfall was 30 inches.

**Figure 4: Monthly Rainfall and Collisions on Highway 17**

Attachment 2 compares rainfall and collisions data by quarter and year from 2011 – 2019. There appears to be a correlation between the amount of rainfall and the number of collisions on Highway 17. The amount of rainfall the past three years has been significantly higher than the amount of rainfall in prior years and likewise the number of collisions has also been significantly higher.

Traffic conditions are also contributing factors to traffic collisions and can be assessed by measuring traffic volumes such as the average annual daily traffic (AADT). Caltrans estimates traffic volumes on Highway 17 at the Santa Cruz/Santa Clara County line at 66,200 daily trips (2018). Traffic volumes on Highway 17 have increased year over year since 2013 and may be a factor in the increased number of collisions on Highway 17. As the economy becomes stronger, more people are driving “over the hill” on Highway 17 to get to jobs in the Bay Area.

California’s basic speed law reminds us that as drivers, we are all responsible to drive in a manner that is reasonable and prudent with regard for weather, visibility, traffic, surface and width of the highway and that does not endanger the safety of people or property (CA Vehicle Code 22350). Part of the messaging provided by the CHP, the RTC, Caltrans and others includes reminding motorists to adjust driving habits during inclement weather.

**CHP ENFORCEMENT**

Additional CHP enforcement is an essential element of the Safe on 17 Program. CHP officers have an increased presence throughout the Highway 17 Safety Corridor which prevents collision causing behavior in two ways. First, high CHP visibility on Highway 17 serves to encourage safer driving and
deter traffic violations. Second, increasing the number of citations is a mechanism for encouraging motorists to adhere to the rules of the road. The Santa Cruz and San Jose CHP offer a list of overtime opportunities to their officers, which makes-up the extra enforcement on Highway 17.

The number of enforcement hours per month is dependent upon CHP staffing levels, competing overtime opportunities, and training requirements. The CHP enforcement hourly rates have increased more than 65% since the RTC started providing SAFE funds in 2002 and in 2019, the RTC SAFE approved an additional $50,000 annually in Measure D funds to augment the $50,000 in annual SAFE funds for extra CHP enforcement and to cover inflationary cost increases in CHP hourly rates.

CHP provided 1,186 hours of extra CHP enforcement on Highway 17 in 2019 (Table 1), using $130,479 from allocated funds. More than half of overtime hours used were between February – May 2019. Attachment 3 summarizes extra CHP enforcement hours worked by month since 2005.

Table 1: Annual Extra CHP Enforcement Hours Worked & Safe on 17 Funds Used

<table>
<thead>
<tr>
<th>Year</th>
<th>San Jose CHP Extra Enforcement Hours</th>
<th>Funds Used</th>
<th>Santa Cruz CHP Extra Enforcement Hours</th>
<th>Funds Used</th>
<th>Total Extra Enforcement Hours</th>
<th>Total Funds Used</th>
<th>Average Hourly Rate</th>
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<td>490</td>
<td>$31,197</td>
<td>850</td>
<td>$47,913</td>
<td>1,340</td>
<td>$79,110</td>
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<td>2004</td>
<td>610</td>
<td>$38,129</td>
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<td>$45,728</td>
<td>1,319</td>
<td>$83,857</td>
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<td>2005</td>
<td>601</td>
<td>$39,495</td>
<td>730</td>
<td>$49,631</td>
<td>1,331</td>
<td>$89,126</td>
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<td>2006</td>
<td>680</td>
<td>$51,590</td>
<td>636</td>
<td>$47,858</td>
<td>1,316</td>
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<td>2007</td>
<td>909</td>
<td>$76,953</td>
<td>565</td>
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<td>706</td>
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<td>2009</td>
<td>591</td>
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<td>$55,047</td>
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<td>$45,072</td>
<td>681</td>
<td>$54,045</td>
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<td>340</td>
<td>$30,849</td>
<td>812</td>
<td>$70,152</td>
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<td>$72,886</td>
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<td>$58,822</td>
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<td>$131,708</td>
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<td>2015</td>
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<td>$59,163</td>
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<td>640</td>
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<td>266</td>
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<td>$69,527</td>
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The CHP continuously seeks grant funding opportunities to provide as much additional enforcement as possible. CHP is committed to working to improve safety on this vital link “over the hill” for commuters and visitors alike.

Overtime Citations
During extra CHP enforcement hours on Highway 17, officers focus on preventing behavior that is known to be a primary collision factor (PCF) such as speeding, tailgating or making unsafe lane changes. These focused efforts help achieve the Safe on 17 Program goal of limiting the number of injury and fatal collisions.

In 2019, CHP issued 1,284 citations (Table 2) during 1,186 officer overtime hours. Most citations were issued in March and April when weather and road conditions improved. CHP issues fewer citations during wet weather, instead focusing extra enforcement hours maintaining flow of traffic, responding to multiple traffic collisions, rock/mud slides, and other traffic hazards.

Table 2: 2019 Overtime Citations on Highway 17

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<tr>
<th>Month</th>
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<th>Other</th>
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<td>80</td>
<td>3</td>
<td>97</td>
<td>92</td>
<td>5</td>
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<td>Mar</td>
<td>38</td>
<td>132</td>
<td>88</td>
<td>258</td>
<td>220</td>
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<td>133</td>
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<td>68</td>
<td>11</td>
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<td>83</td>
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<td>26</td>
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<td>97</td>
<td>97</td>
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<td>Total</td>
<td>443</td>
<td>541</td>
<td>310</td>
<td>1,284</td>
<td>846</td>
<td>438</td>
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</table>

In previous years, CHP provided the total number of citations issued on Highway 17 during regular enforcement hours and citations issued during “Safe on 17” overtime. Due to a recent change in reporting software, CHP was unable to provide regular citation data for the Highway 17 Safety Corridor.

---

1 Between 2006 and 2009, CHP was permitted to carryover funds not spent during the prior years to the current year, thus resulting in more than $50,000 expended in services in some years. A new contract was initiated in 2009 with CHP and no unspent funds were carried over into the new contract, thus limiting expenditures in 2009 to $50,000 per year for Santa Cruz and San Jose CHP.

2 The RTC provides funds on a fiscal year basis and thus amounts may be higher than $50,000 when summed on a calendar year as reported here.

3 Santa Cruz CHP was permitted to carryover any unspent funds to future years.
for all of 2019. Attachment 4 provides a summary of annual total overtime and regular time citations since 2003, with partial data for 2019.

CHP DATA REPORTING
As required, the Santa Cruz area and San Jose area CHP offices have been providing monthly collision and citation data since the Program’s initiation. The data is important for monitoring program effectiveness. Attachment 5 provides collision and citation summary tables from 1998 – 2019 for Santa Cruz and Santa Clara County.

SAFE ON 17 TASK FORCE MEETINGS
The Safe on 17 Task Force is comprised of representatives from the San Jose and Santa Cruz area CHP, Caltrans Districts 4 and 5, MTC SAFE, RTC SAFE, local legislators’ offices, local media, trucking industry, local police and fire departments. There were two meetings in 2019 – March 20th hosted by CHP in their San Jose office and September 18th hosted by SCCRTC in Santa Cruz. Meetings notifications and materials were emailed to interested parties at least 3 days prior to meetings and published to the SCCRTC Safe on 17 meetings agenda webpage (https://sccrtc.org/meetings/tos-safe-on-17/meetings/). Meetings are open to the public and community members are encouraged to attend.

In 2019, the Task Force discussed the outcomes of the CHP’s extra enforcement efforts, provided input on current Caltrans’ Highway 17 projects and maintenance activities, and provided input on potential Highway 17 improvements. In addition, the Task Force routinely discusses issues related to the handling of incidents on this unique multi-jurisdictional corridor, opportunities for agency coordination, public education related to motorist safety, and Freeway Service Patrol Program activities.

Like in previous years, Safe on 17 meetings are combined with RTC Traffic Operation Systems Oversight Committee meetings. There is a significant overlap in membership in these committees and subject matter. Traffic operation systems elements such as closed-circuit television cameras and changeable message signs can be tools for enhancing safety on the Highway 17 corridor and require coordination between the separate CHP and Caltrans jurisdictions covering the Highway 17 safety corridor.

PUBLIC INFORMATION
RTC SAFE, MTC SAFE, CHP and Caltrans continued to provide information to the public about driving safely on Highway 17 in 2019. CHP included information about safe driving on Highway 17 at CHP sponsored events, including new driver education programs held at high schools and motorcycle and community events. RTC SAFE and CHP also reminded the public about safe driving on Highway 17 on social media, on the Cruz511.org traveler information website, during regular interviews, and when reporting to the media about Highway 17.

In addition, CHP Santa Cruz hosted a number of “Start Smart” informational workshops for teen drivers, or soon to be drivers and their parents and “Age Well, Drive Smart” information workshops for senior drivers. The public was also reminded to drive safely with reminders posted on changeable message signs (CMS) located along Highway 17 near Los Gatos and at Santa Cruz/Santa Clara county line, such as “Click it or Ticket”, “Slippery Roadway Reduce Speed”, “Share the Road Look Twice for Motorcyclists”
and “Hands Free It’s the Law” were frequently posted messages. The Santa Clara County Fire Department (SCCFD) revitalized its “Safe on 17” safety campaign with videos about the dangers of distracted driving, tips for driving in inclement weather, secondary accidents, and first responder safety. The videos are available to view online at https://www.sccfd.org/education-and-preparedness-overview/emergency-preparedness/safe-on-17. SCCFD distributed “Safe on 17” reflective decals (Figure 5) to all fire apparatus that respond on the Highway 17 corridor and provided decals to other agencies in the Safe on 17 Task Force.

Figure 5: SCCFD produced Safe on 17 reflective decal

In response to the increase in collisions on Highway 17, RTC, CHP and Caltrans increased efforts to inform and educate the public on driving safely on Highway 17. Cruz511 traveler information, changeable message signs and social media are also used to get the message out about the dangers of speeding, distracted driving and other potential driving hazards.

HIGHWAY SAFETY IMPROVEMENTS
Caltrans has a comprehensive process for evaluating and constructing the projects that provide the greatest benefit to the motoring public. In 2019, Caltrans continued to make improvements to Highway 17 to improve safety with the following projects:

**Highway 17 Shoulder Widening and Concrete Guardrail**
The Highway 17 project north of Scotts Valley (between Sugarloaf and Laurel Rd) to widen the shoulder and install a concrete guardrail began in 2016. Wider shoulders allow motorists to have more room to correct themselves if they veer off the road. Wider shoulders can also provide a place for vehicles to pull off the road in an emergency and increase visibility around a curve. This project was completed in February 2019.

**Highway 17 Storm Water Mitigation Project**
This project located between the Hwy 1/17 interchange and Sims Road to conduct multiple storm water improvements began in 2017 and major construction was completed in 2019. Erosion control and vegetation establishment continued through May 2019.
Highway 17 Pasatiempo Shoulder Widening
This project located south of Pasatiempo overcrossing to widen the shoulder and install a soil nail wall began in April 2019 and is scheduled for substantial completion by Summer 2020. Construction on the retaining wall began in late October 2019 and was in winter suspension as of May 2020.

Highway 17 Maintenance Pavement Overlay
This project located just north of the Granite Creek Road over-crossing in Scotts Valley to the Santa Cruz/Santa Clara county line to repave the roadway began in April 2019 starting with southbound lanes. Construction is underway and is scheduled to be completed in Spring of 2020.

SR-17 Shaded Fuel Break Project
This project located between Main Street bridge in Los Gatos and Summit Road overpass to reduce fire risk in vulnerable communities began in August 2019. Santa Clara County Fire Safe Council oversees the project with Cal FIRE and Caltrans. Traffic is impacted when shoulder and lane closures are necessary to perform roadside vegetation clearing and tree removal work safely. The project team minimizes traffic impacts whenever possible on local and regional travel and provides weekly updates to residents and highway drivers. Fuel removal continues into 2020 and updates are available on the project website at https://firesafe17.com. The SR-17 Shaded Fuel Break Midpoint Project report is provided in Attachment 6.

Highway 17 Wildlife Habitat Crossing
This project located between Laurel Road to just north of Laurel Road to construct a wildlife undercrossing is currently in design and on schedule for construction in 2020.

Highway 17 Traffic Safety Improvements
In March 2019, Caltrans announced an expedited traffic safety project on Highway 17 from Santa Cruz County line to Alma College Road in Los Gatos with construction to begin in January 2021 and anticipated to be completed by October 2021 (Attachment 7). Improvements include vegetation control, pavement restoration in both directions, speed feedback signs, curve ahead warning signs with flashing beacons in both directions, an electronic message sign in the northbound direction, enhanced striping and right edge line rumble strips, safety lighting, overhead warning signs with flashing beacons, guardrail systems and channelizers, or flexible retroreflective devices to discourage drivers from crossing road lines.

In addition to the projects described above, Caltrans has spent tens of millions of dollars on a variety of safety improving projects over the years of the Safe on 17 Task Force, including installing a median barrier at Laurel Curve and guardrails at Santa’s Village Road, constructing a retaining wall at the Summit, upgrading draining systems and resurfacing pavement throughout the corridor, and widening the highway shoulder at various locations. Attachment 8 summarizes the latest Highway 17 project developments in Santa Cruz County.

CONCLUSION
There were 4 fatal and 275 injury collisions on Highway 17 during 2019. The 2017-2019 annual average for injury and fatal collisions is 262, which does not meet the goal of maintaining the reduced injury and fatal collisions (165) experienced during the initial Office of Traffic Safety grant period (1999-2002). A
number of factors likely contributed towards the increase in the number of collisions in 2019 including higher than normal rainfall, distracted driving, and increased traffic volumes. Doubling the amount of funding for extra CHP enforcement by the RTC using Measure D funds will significantly increase the number of extra CHP enforcement hours to help reduce collisions towards the program goal. RTC will work with MTC SAFE to also increase the funding for extra CHP enforcement on the Santa Clara County side. RTC staff will also work with the Safe on 17 Task Force to focus efforts around wet weather and distracted driving.

Caltrans continues to implement safety improvements aimed at reducing wet weather and run-off-road collisions through high friction surface treatments, guardrail upgrades and shoulder widening projects. Through public education, primarily CHP Start Smart events, and Caltrans signs (both static and changeable message signs), motorists are informed to “Take it Slow” on Highway 17. Extra CHP enforcement also provides a powerful disincentive to motorists to stop behaviors that cause collisions such as speeding, tailgating and unsafe lane changes. The Safe on 17 Task Force members continue to work collaboratively to identify and address factors that will have the greatest influence on reducing the number of collisions.

ATTACHMENTS

- Attachment 1: Summary of Annual Highway 17 Collision Data
- Attachment 2: Quarterly and Annual Rainfall and Collisions on Highway 17
- Attachment 3: Summary of Extra CHP Enforcement Hours
- Attachment 4: Summary of Annual Highway 17 Citation Data
- Attachment 5: CHP Collision and Citation Summary Tables for Highway 17
- Attachment 6: SR-17 Shaded Fuel Relief Mid-Point Project Report
- Attachment 7: Highway 17 Expedited Traffic Safety Project announcement
- Attachment 8: Caltrans Project Updates for Santa Cruz County (June 2020)

SOURCES

- California Highway Patrol. 2020. SWITRS. Provided by San Jose and Santa Cruz CHP.
### Highway 17 Collision Data 1996-2018

#### Pre-Safe on 17

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#### OTS Grant Funded

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**Hwy 17 Injury and Fatal Collisions**

- 260
- 204
- 283
- 196
- 167
- 132
- 138
- 170
- 153
- 178
- 135
- 130
- 133

*PDO=Property Damage Only

**NOTE:** Annual Average Injury and Fatal Collision prior to SAFE on 17 Program = 249; 3-Year Average Injury and Fatal Collision during OTS Grant period = 165
## Highway 17 Collision Data 1996-2018

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*PDO=Property Damage Only

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19-20
Quarterly Rainfall and Collisions on Highway 17

Source: Global Historical Climatology Network (GHCN)-Daily via National Oceanic and Atmospheric Administration
Annual Rainfall and Collisions on Highway 17

Source: Global Historical Climatology Network (GHCN)-Daily via National Oceanic and Atmospheric Administration

19-22
## Total California Highway Patrol Extra Enforcement Hours Worked

**JAN**  
2005: 30  
2006: 43  
2007: 6  
2008: 84  
2009: 31  
2010: 32  
2011: 84  
2012: 49  
2013: 48  
2014: 38  
2015: 134  
2016: 50  
2017: 102  
2018: 98  
2019: 17  
2017-2019 AVG: 19

**FEB**  
2005: 28  
2006: 47  
2007: 98  
2008: 48  
2009: 0  
2010: 24  
2011: 115  
2012: 92  
2013: 72  
2014: 47  
2015: 42  
2016: 82  
2017: 77  
2018: 133  
2019: 97  
2017-2019 AVG: 92

**MAR**  
2005: 48  
2006: 34  
2007: 115  
2008: 83  
2009: 0  
2010: 28  
2011: 170  
2012: 102  
2013: 105  
2014: 148  
2015: 80  
2016: 36  
2017: 0  
2018: 41  
2019: 174  
2017-2019 AVG: 116

**APR**  
2005: 82  
2006: 55  
2007: 42  
2008: 20  
2009: 36  
2010: 28  
2011: 170  
2012: 102  
2013: 151  
2014: 188  
2015: 165  
2016: 51  
2017: 133  
2018: 116  
2019: 140  
2017-2019 AVG: 103

**MAY**  
2005: 82  
2006: 24  
2007: 159  
2008: 3  
2009: 66  
2010: 43  
2011: 267  
2012: 128  
2013: 172  
2014: 100  
2015: 151  
2016: 188  
2017: 165  
2018: 51  
2019: 133  
2017-2019 AVG: 102

**JUN**  
2005: 101  
2006: 207  
2007: 167  
2008: 50  
2009: 28  
2010: 66  
2011: 112  
2012: 198  
2013: 140  
2014: 419  
2015: 49  
2016: 70  
2017: 69  
2018: 28  
2019: 81  
2017-2019 AVG: 79

**JUL**  
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2006: 97  
2007: 108  
2008: 90  
2009: 52  
2010: 33  
2011: 109  
2012: 0  
2013: 87  
2014: 32  
2015: 62  
2016: 95  
2017: 34  
2018: 0  
2019: 54  
2017-2019 AVG: 29

**AUG**  
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2007: 112  
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2009: 151  
2010: 51  
2011: 139  
2012: 6  
2013: 109  
2014: 113  
2015: 64  
2016: 64  
2017: 28  
2018: 0  
2019: 54  
2017-2019 AVG: 27

**SEP**  
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2007: 69  
2008: 42  
2009: 238  
2010: 26  
2011: 137  
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2013: 97  
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2015: 86  
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2017-2019 AVG: 80

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2017: 907  
2018: 520  
2019: 1,186  
2017-2019 AVG: 871

---

Moratorium on extra enforcement by Governor due to state budget crisis.

---

### CHP Extra Enforcement Hours Worked by Month

2019 vs Monthly Average

![Graph showing CHP Extra Enforcement Hours Worked by Month](image)

- **2019 Overtime Hours**
- **2017-2019 Monthly Average**

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**19-23**
## ANNUAL HIGHWAY 17 CITATION DATA

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**TOTAL COLLISIONS:** 435 335 315 225 190 218 218 207 185 163 180 159

19-27
San Jose Area CHP Collision Summary for SR-17

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| TOTAL FATALITIES: | 1 | 0 | 1 | 1 | 2 | 0 | 2 | 1 | 1 | 3 |
| TOTAL COLLISIONS: | 206 | 191 | 178 | 199 | 242 | 331 | 382 | 373 | 379 | 400 |
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19-30
# San Jose Area CHP SR-17 Citation Summary

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19-31
# San Jose Area CHP SR-17 Citation Summary

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**ANNUAL TOTALS:** 50 914 986 603 1,641 862 754 798 346 846
NORTHBOUND SIDE IS COMPLETE!

Los Gatos Creek Trail below Highway 17 at Main Street, Town of Los Gatos

Highway 17 at Jesse Way in Redwood Estates

INSIDE
Command Team.................................2
How Did We Get Here?.......................2
Getting the Work Done,
Field Staff and Contractors...............3
Project Complexities.........................3
Northbound by the Numbers..............4
Forward To Southbound Work.............5
What Can You Do?.........................5
Momentum and Maintenance..............6
Midpoint Q&A.................................7
Project Benefits.............................8
Wood Chips for Electricity...............8

FIRESAFE17.COM
• Follow the project
• Sign up for weekly updates
• Contact the team
This epic project increases the safety of thousands of commuters, protects residential property and community infrastructure, improves watershed and forest health, and mitigates wildfire risk in the Santa Cruz Mountains.

**HOW DID WE GET HERE?**

**THE EMERGENCY PROCLAMATION**

**Governor Brown’s Executive Order B-52-18 was issued on May 10th, 2018.** This order requires the Natural Resources Agency to double the rate of forest treatments within 5 years to > 500,000 acres. CAL FIRE to provide educational programs and outreach on forest restoration, fuels reduction project development, and permitting.

**Governor Newsom’s Executive Order N-05-19 was issued on January 8th 2019.** This order directs CAL FIRE to identify medium term and long term projects that will have the greatest impact to help prevent destructive deadly wildfires.

On March 22, 2019, Governor Newsom proclaimed a State of Emergency involving forest conditions near vulnerable communities. The proclamation enables the Secretary for the California Environmental Protection Agency or Natural Resources Agency to suspend State environmental statutes, rules, regulations, and requirements to the extent necessary to complete priority fuel management projects started in 2019. In considering whether to suspend any requirements, the Secretaries must determine that the proposed activities are eligible to be conducted under this suspension and will take protection of the environment into account while ensuring timely implementation.

The California Natural Resources Agency determined that State Route 17 Shaded Fuel Break is urgently needed to protect vulnerable communities and because CAL FIRE has incorporated environmental protection into project design, this project is therefore eligible under the Governor’s Proclamation for a suspension of CEQA per Division 13 (commencing with section 21000) of the Public Resources Code.

This suspension may be revised or further conditioned as necessary to protect public health and the environment. Suspension of additional regulatory requirements may be considered as project implementation proceeds. This suspension does not alter any requirements imposed by state and federal law.
PROJECT COMPLEXITIES

- Registered professional forester identifies hazard trees for removal.
- Biologists and archeologists on site for surveys and monitoring.
- Brush and tree cutting on steep slopes by ground crews and climbers.
- Hazard tree removal by licensed contractors.
- Vegetation must be hand-carried, cabled, or hoisted to roadway.
- Rain and wet soil affects progress and requires erosion control.
- Workers and motorists must be protected by lane closures.
- Planning for public and worker safety as conditions evolve.

FIELD STAFF

Eddie Sanchez  
Bruce Baker  
Shirley Bondi  
Meagan Beaver  
Andrew Clark  
JR Call  
Caroline Slivkoff  
Bill Finch  
David Wills  
Jason Cavanaugh  
Chris Reinoldson  
Kara Capaldo  
Sean O’Brien  
Elizabeth Geisler  
Sheldon Leiker  
Sarah Brewer  
Emily Scricca  
Scott Stephenson  
Tyler Young

FIELD CONTRACTORS

Dudek  
Granite Construction  
San Jose Conservation Corps + Charter School  
Firestorm Wildland Fire Suppression  
ArborWorks  
Huerta’s Tree Service  
Travis Tree Professionals  
Bay Area Tree Specialists  
Bartlett Tree Experts  
Kilroy Pest Control  
Superior Hydroseeding  
Vision Recycling  
Santa Clara County Fire Engine Crews  
CAL FIRE Engine Crews
The project spans from the Santa Clara/Santa Cruz County boundary to Main Street in the Town of Los Gatos, a portion of Old Santa Cruz Highway, communities of Redwood Estates and Chemeketa Park, public and private roads connecting to Highway 17.

- 6.5 miles of state highway
- 232 treated acres of 494 project area in 2019
- 1.1 miles of trail
- >750 tons of carbon biomass shipped
- >30 yards of trash removed
- $3.7 million spent
- 100 work days
- ~80 personnel daily average
- 2 grapple trucks
- 4 trucks & chippers
- 5 brush crews
- 4 tree crews
- 22 media releases
- 15 wasp nests
- 75 pounds of wildflower seed
- 405 hazard trees removed

Map of project area
Northbound roadside tree work
Biomass processing and staging for transport
WHAT PROPERTY OWNERS CAN DO

♦ Provide flexible work plans for staff during the project to help reduce commute traffic during lane closures.
♦ Distribute public information and updates through business channels.
♦ Support FireSafe Councils and land managers in future maintenance efforts.
♦ Allow roadside work upon your property.
♦ Create and maintain required defensible space around your structures.
♦ Remove dead trees and shrubs, trim or remove roadside grasses.
♦ Harden your home against ember intrusion.
♦ Prepare your evacuation plan and go bag.
♦ Partner with your neighbors on private road maintenance.
♦ Support your community’s work to obtain FirewiseUSA recognition. This excellent community program provides a framework for neighbors to work together to collectively reduce their risks from wildfire.

FIRST RESPONDER AND PUBLIC SAFETY

One of the most dangerous stretches of highway in California, SR-17 sees frequent crashes and road hazards related to the mountainous terrain.

The hazardous fuel reduction in the shaded fuel break means car fires are less likely to ignite a forest fire, and if a wildfire does occur, flames will be smaller, less intense and progress more slowly.

For first responders dispatched to incidents on SR-17, less intense fires are safer to manage and quicker to subdue.

This means more time to respond and safer conditions for everyone in the event of a roadside fire, including vulnerable motorists in the forest environment.

Coupled with brush removal, leaning or damaged hazardous trees are removed to enhance year-round protection of the public on the roadway.

Fatalities have occurred on SR-17 when unstable trees fall on the roadway.
The visibility and urgency generated by this shaded fuel break project has energized other local area projects. These projects include community efforts partnering with the Santa Clara County FireSafe Council, CALFIRE, and other local agencies.

The FireSafe Council has helped five new Firewise USA sites gain recognition. Private road associations on streets connecting to SR-17 are planning escape route fuels treatment and evacuation workshops. Two additional temporary refuge areas are in development through neighborhood partnerships. Dead oaks and decadent flammable eucalyptus trees have been removed from a neighborhood business district.

Some projects that have been on the drawing board now have stakeholders bringing them forward for completion and providing matching funds to expand the impact of the work. This includes work to improve and maintain the SR-35 evacuation corridor along the summit.

The Highway 17 corridor and adjacent communities are rolling back decades of deferred maintenance and becoming a safer place to live, work and drive.

**FUTURE MAINTENANCE OF THE SHADED FUEL BREAK—WHAT WILL IT TAKE?**

- Identify funding for future maintenance.
- Maintenance cost will be lower than initial treatment.
- Commitment to ongoing maintenance.
- Landowner should monitor for future maintenance needs.
- Focus on invasive species control and reduce control seed bank.
- Continue agency and private land owner collaboration.
- Various treatment methods can be tested for maintenance including prescribed fire, grazing, mechanical or manual treatments, and selective use of herbicides.
- Acceptance of periodic traffic disruptions.

**FOLLOW THE PROJECT**

To follow the project, find the press kit and sign up to receive email updates, please go to Firesafe17.com
What is the best way to get project updates?

- Go to firesafe17.com, sign up for the email.
- Our goal is a 2-week advance notice regarding lane closures; however this can change due to weather conditions.
- Download Caltrans’ QuickMap app; all lane closures visible in real time.
- Is there a way to coordinate with CHP/Caltrans to keep large trucks off smaller/private roads?
- Changeable Message Signs can help inform drivers.
- We will evaluate our traffic control plan to accommodate other roads and highways being used as alternate routes.
- Shouldn’t we leave biomass on the forest floor?
  - We are leaving decaying material that is already on the ground and decomposing on the forest floor as this provides good habitat.
  - Chipping creates hazardous dust and debris in the roadway, and cannot deposit chips far enough from the road for fire prevention.
  - We are leaving a healthy tree canopy while removing dead and diseased trees to improve forest health.
  - We are leaving duff and herbaceous plants.
SR17 SHADED FUEL BREAK PROJECT BENEFITS

- Will reduce roadside ignitions from vehicular sources.
- Intended to reduce intensity and growth rate of wildfires, so that firefighters can safely and quickly control them.
- Helps protect critical infrastructure: State Route 17, power transmission and distribution lines, San Jose Water’s treatment plant at Lexington Reservoir, Chemeketa Park’s water intake and storage, CAL FIRE’s Alma Fire Station/Helitak Base, County Fire’s Redwood Station.
- Protects important natural landscapes, open space preserves and watersheds containing valuable wildlife habitat and recreation.
- Abatement of hazardous trees at risk of falling onto the highway.
- Improved visibility for motorists and wildlife.

Wood chips for electricity

Much of the biomass removed from the project area is a renewal energy fuel for co-generation facilities. These facilities support healthier forests by offsetting the cost of performing fuels reduction projects and other forestry-cleanup operations. This use of biomass as fuel helps California meet mandated greenhouse gas (GHG) reductions. One benefit of using low value wood waste for fuel is an average net reduction of over 3.5 million tons of biogenic GHG emissions per year. An additional 3.0 million tons of avoided GHG emissions per year results from the biomass industry’s displacement of fossil fueled generation by the electric utilities.
March 7, 2019

Thank you for your recent electronic mail to Caltrans Director Laurie Berman in which you expressed concerns regarding traffic safety along a segment of State Route (SR) 17 just north of the Summit Road overcrossing near Santa Cruz County line. In your letter, you suggested significant improvements for SR 17, including roadway widening, new shoulders, and corrections in alignment and super-elevation for improved safety, as well as vegetation control to improve sight-line.

I am pleased to inform you that Caltrans is currently developing a project to provide several measures to enhance traffic safety on a 3.3-mile segment of SR 17 from Santa Cruz County line to Alma College Road, including the particular curve you pointed out. The project will provide the following improvements:

- Pavement restoration in both directions including high friction surface treatment to improve traction on wet pavement.
- Dynamic Speed Feedback signs to increase motorists' awareness of speed limits and their approach speeds
- Curve Ahead warning signs with flashing beacons in both directions to increase motorists' awareness of the highway alignment.
- An electronic variable message sign in the northbound direction just before the Summit Road overcrossing. This sign will be used to alert northbound traffic of traffic conditions ahead when needed.
- Enhanced striping and right edgeline rumble strip in both directions for the first 2.8 miles, including the subject curve.
- Safety lighting, overhead warning signs with flashing beacons, guardrail system, and channelizing devices, at various locations within the project limits.

This safety improvement project has been expedited to begin construction in January 2021 and anticipated to be completed by October 2021. It is expected that the project will significantly enhance traffic safety on this segment of SR 17. To improve sight distance at the subject curve, we will also have our Maintenance crews perform vegetation control, as needed.

As you are probably aware, this segment of SR 17 runs through a rolling mountainous terrain with dense woods; accordingly, it was constructed with the current alignment that minimized...
environmental impacts. To widen or realign the roadway to meet current design standards and respective appropriate desired lanes, shoulders, super-elevation would require extensive earthwork, elaborate retaining walls, and right-of-way acquisition, all of which would have significant environmental and community impacts. With current strict environmental regulations and community interests, it is unlikely for such a project to be considered at this time even if fiscally feasible. Notwithstanding, we will share your input and concerns with other transportation stakeholders to be considered as part of future opportunities and undertakings.

Thank you for your insight and interest in enhancing traffic safety and operations on Bay Area State highways. If you wish further information, please contact Mr. Sean Nozzari, Deputy District Director, Division of Traffic Operations at 510-286-6345 or via email at sean.nozzari@dot.ca.gov.

Sincerely,

[Signature]

TONY TAVARES
District Director

c: Commissioner Warren Stanley, California Highway Patrol
Chief Ernie Sanchez, California Highway Patrol Golden Gate Division
Ms. Carolyn Gonot, Valley Transportation Authority
Mr. Guy Preston, Santa Cruz County Regional Transportation Commission

Enclosure
State Route 17 Gets Boost from SB 1 Funds; Will Make Roads Safer for Santa Cruz Mountain Communities

Commuters will soon see several major revitalization projects to State Route 17 (SR-17). With the passage of SB 1 legislation, authored by Sen. Beall in 2017, funds are now available for road safety and improvement projects along the critical SR-17 that connects communities in high-risk fire areas to San Jose. This is in addition to other community safety programs that will also receive SB 1 funds.

Beginning as soon as this fall, Caltrans will begin various projects in the SR-17 corridor from Hwy 280 in San Jose all the way through to Santa Cruz County. This will include a major traffic safety enhancement project, a pavement rehabilitation project, multiple wildlife crossings as well as massive vegetation controls in conjunction with CalFire & the California Highway Patrol (CHP).

“Road safety is one reason why I fought for SB 1. We need to reduce vehicle accidents along this particular stretch of highway,” said Sen. Beall. “Ensuring our roads are in top condition for fire and rescue crews at all times should be a top priority,” continued Beall.

Specifics on these safety projects funded largely through SB-1 are as follows:

- Caltrans has programmed a pavement rehabilitation project on SR 85 from Habard Road in Los Gatos to Interstate 280. The projects capitol cost is $30 million and expected to begin construction in June 2020.
- An Expedited Traffic safety enhancement project on SR 17- from Santa Cruz County line to Alma College Road, to begin Jan 2021-end Oct 2021, will improve sight distances and have maintenance crews improve vegetation control where needed:
  - Pavement restoration in both directions include high friction surface treatment to improve traction on wet pavement
  - Dynamic speed feedback signs to increase motorists’ awareness of speed limit
  - Curve ahead warnings signs with flashing beacons in both directions to increase motorists awareness of the highway alignment
  - An electronic variable message sign in the northbound direction just before the Summit Road overcrossing. Alert northbound traffic on conditions ahead
  - Enhanced striping and right edge line ruble strips in both directions to the 2.8miles including the Moody Curve
  - Safety lighting, overhead warning signs with flashing beacons, guardrail systems, and channelizing devices at various locations within the project limits.

Website: Senator Beall's Website

Email: Questions?

Senator Beall's District Office
19-43
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<th></th>
<th>Project</th>
<th>Location Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager (Resident Engineer)</th>
<th>Contractor</th>
<th>Comments</th>
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<tr>
<td>1.</td>
<td>Santa Cruz 1 CAPM and Bridge Rails (1C85U)</td>
<td>In and near Santa Cruz from North Apts up to Jct. Route 9 PM (10.2 to 17.5)</td>
<td>Pavement Rehabilitation, ADA Curb Ramps, Guardrail/Barrier rail/Bridge</td>
<td>June 2, 2019 – Fall 2020</td>
<td>$22 million</td>
<td>SHOPP</td>
<td>Luis Duazo (GG)</td>
<td>Granite Construction Company Watsonville, CA</td>
<td>Work has started on repairing failed pavement (grinding) in preparation for paving. Works also continues on bridge rails.</td>
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<td>2.</td>
<td>Highway 9 Spring Creek Road Soldier Pile Wall (1K140)</td>
<td>Near Boulder Creek at Spring Creek Road (PM 15)</td>
<td>Construct Soldier pile wall restore roadway and facilities, place water pollution control BMPs, erosion control</td>
<td>Summer 2019—Spring 2020</td>
<td>$2.8 million</td>
<td>SHOPP</td>
<td>Doug Hessing (BR)</td>
<td>Gordon N. Ball, Inc. Alamo, CA</td>
<td>Construction completed in March 2020.</td>
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<td>3.</td>
<td>Highway 17 Pasatiempo Shoulder Widening (1C670)</td>
<td>South of Pasatiempo overcrossing (PM 0.2/0.5)</td>
<td>Shoulder widening and soil nail wall</td>
<td>Spring 2019-Summer 2020</td>
<td>$5.7 million</td>
<td>SHOPP</td>
<td>Luis Duazo (BR)</td>
<td>Graniterock Company Watsonville, CA</td>
<td>Retaining wall construction has begun and project is scheduled to be substantially complete by Summer 2020; Project is currently in winter suspension.</td>
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<td>4.</td>
<td>Highway 17 North Route 17 CAPM (1F760)</td>
<td>Scotts Valley from just north of the Granite Creek Road overcrossing to SCL (PM 6.0/12.5)</td>
<td>Maintenance pavement overlay</td>
<td>Summer 2020</td>
<td>$19 million</td>
<td>SHOPP</td>
<td>Doug Hessing (JW)</td>
<td>Granite Construction Company, Watsonville, CA</td>
<td>Construction is underway and is scheduled to be completed in Summer of 2020.</td>
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<td>5.</td>
<td>Pedestrian Signal Upgrades (1G160)</td>
<td>Various Locations: Highways 1, 9, 17, 129, and 152</td>
<td>Install Accessible Pedestrian Signal (APS)</td>
<td>March 2020 – Summer 2020</td>
<td>$ 1.8 million</td>
<td>SHOPP</td>
<td>Mike Lew (FK)</td>
<td>Crosstown Electrical &amp; Data, Inc</td>
<td>Construction is underway and is scheduled to be completed in Summer 2020.</td>
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### PROJECTS IN DEVELOPMENT

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<th>Location Post Mile (PM)</th>
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<td>6.</td>
<td>Highway 1 Soquel Creek Scour Protection (1H480)</td>
<td>In Capitola at Soquel Creek Bridge (PM 13.3)</td>
<td>Bridge preventative maintenance – Place scour protection</td>
<td>Winter 2022</td>
<td>$2.2 million</td>
<td>SHOPE</td>
<td>Luis Duazo</td>
<td>PS&amp;E</td>
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<td>7.</td>
<td>TMS Detection Repair (1H990)</td>
<td>Various locations throughout District 5 along SRs 1, 17, 68, 156, 101 (PM Various)</td>
<td>Replace failed TMS Detection</td>
<td>Summer 2020</td>
<td>$451,000</td>
<td>SHOPE SB-1</td>
<td>Brandy Rider</td>
<td>PS&amp;E/RW</td>
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<td>8.</td>
<td>Highway 1/Highway 17 Ramp Safety Improvements (1H060)</td>
<td>From the fishhook to Pasatiempo overcrossing (PM 16.7)</td>
<td>Construct ramp safety improvements</td>
<td>May 2020</td>
<td>$5.8 million</td>
<td>SHOPE</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
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<td>9.</td>
<td>Highway 1 Davenport Culvert Replacement (0J200)</td>
<td>Near Davenport and south of Waddell Creek Bridge (PM 31.9/35.7)</td>
<td>Replace culverts</td>
<td>Fall 2021</td>
<td>$3.6 million</td>
<td>SHOPE SB-1</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
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<td>10.</td>
<td>SCr 9 South Drainage and Erosion Control Improvements (1F920)</td>
<td>From SR 1 and 9 to slightly north of Glen Arbor Road (PM 0.0/8.5)</td>
<td>Upgrade drainage systems and stabilize slopes</td>
<td>Fall 2020</td>
<td>$2 million</td>
<td>SHOPE</td>
<td>Doug Hessing</td>
<td>PS&amp;E/RW</td>
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<td>Project</td>
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<td>Estimated Construction Cost</td>
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<td>11.</td>
<td>Highway 9 PM 1.0 and 4.0 Viaduct (1K120)</td>
<td>Near SCr north of Vernon Street (PM 1/1) Construct side-hill viaduct restore roadway and facilities, place Water Pollution Control BMPs, erosion control</td>
<td>Fall 2022</td>
<td>$9.9 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>Project is in preliminary Design and Environmental phase.</td>
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<td>12.</td>
<td>SCr 9 Upper Drainage and Erosion Control Improvements (1G950)</td>
<td>In Boulder Creek from Holiday Lane to just south of Ben Lomond to the SR 236/9 Junction (PM 8.5/25.5) Upgrade drainage and erosion control</td>
<td>Spring 2023</td>
<td>$5.4 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td></td>
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<td>13.</td>
<td>Highway 9 San Lorenzo River Bridge and Kings Creek Bridge Replacement (1H470)</td>
<td>Near Boulder Creek, at San Lorenzo River Bridge and at Kings Creek Bridge Replace bridges</td>
<td>Summer 2022</td>
<td>$12 million</td>
<td>SHOPP SB-1</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>Project is in preliminary Design and Environmental phase.</td>
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<td>14.</td>
<td>Highway 9 Hairpin Tieback (1K130)</td>
<td>Near Boulder Creek about 1.1 miles south of the SR 236/9 Junction Soldier Pile Tieback Retaining Wall</td>
<td>Spring 2021</td>
<td>$2.6 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PA&amp;ED</td>
<td>Storm Damage Repair</td>
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### PROJECTS IN DEVELOPMENT (Cont’d.)

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<tr>
<th>Project Description</th>
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<th>Phase</th>
<th>Comments</th>
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<tbody>
<tr>
<td><strong>15.</strong> Highway 17 Wildlife Habitat Crossing (1G260)</td>
<td>From Laurel Road to just north of Laurel Road (PM 9.442-9.692)</td>
<td>Construct wildlife undercrossing</td>
<td>Summer 2021</td>
<td>$6.22 million</td>
<td>SHOPP</td>
<td>Aaron Henkel</td>
<td>PS&amp;E/RW</td>
<td>Project is in design and on schedule.</td>
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<tr>
<td><strong>16.</strong> Highway 129/ Lakeview Road Intersection Improvements (1G990)</td>
<td>Near Watsonville, at Lakeview Road (PM 1.4)</td>
<td>Construct roundabout and improve street lighting</td>
<td>2020</td>
<td>$4.5 million</td>
<td>SHOPP</td>
<td>Luis Duazo</td>
<td>PS&amp;E/RW</td>
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<td><strong>17.</strong> Highway 152 Corralitos Creek ADA (05-1F620)</td>
<td>Near Watsonville, East of Beverly Drive to Holohan/College Road (PM1.9 to R2.0)</td>
<td>Construct Accessible Pathway</td>
<td>Spring 2022</td>
<td>$3.4 million</td>
<td>SHOPP</td>
<td>Mike Lew</td>
<td>PA&amp;ED</td>
<td>Project is currently at 80% complete for the PA&amp;ED stage.</td>
</tr>
<tr>
<td><strong>18.</strong> Crosswalks and Pedestrian Safety Enhancements (1G760)</td>
<td>Various Locations: Highways 1, 9, 129, and 152 (Note: Project also includes six locations in Monterey County, on Routes 68 and 183)</td>
<td>Electrical/Signs/Flashing Beacons/Markings/Pavements</td>
<td>Summer 2020</td>
<td>$1,000,000</td>
<td>Minor</td>
<td>Mike Lew</td>
<td>PS&amp;E</td>
<td>Contract was awarded to Alfaro Communications Construction and will begin in Summer 2020.</td>
</tr>
</tbody>
</table>
## PROJECTS IN DEVELOPMENT (Cont’d.)

<table>
<thead>
<tr>
<th>Project</th>
<th>Location Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Estimated Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager</th>
<th>Phase</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. Highway 236</td>
<td>Near Boulder Creek (PM 5.4)</td>
<td>Install engineered fill and restore roadway</td>
<td>2022/2023</td>
<td>$1.8 million</td>
<td>SHOPP</td>
<td>Doug Hessing</td>
<td>PID</td>
<td>Project is in the initiation phase.</td>
</tr>
</tbody>
</table>

### ACRONYMS USED IN THIS REPORT:

- **ADA**: Americans with Disabilities Act
- **CEQA**: California Environmental Quality Act
- **CMAQ**: Congestion Mitigation Air Quality
- **CMIA**: Corridor Mobility Improvement Account
- **CTC**: California Transportation Commission
- **ED**: Environmental Document
- **EIR**: Environmental Impact Report
- **PA&ED**: Project Approval and Environmental Document
- **PM**: Post Mile
- **PS&E**: Plans, Specifications, and Estimates
- **RW**: Right of Way
- **SB1**: Senate Bill 1, the Road Repair and Accountability Act of 2017
- **SCL**: Santa Clara County Line
- **SHOPP**: State Highway Operation and Protection Program
- **SR**: State Route
- **STIP**: State Transportation Improvement Program
- **TMS**: Traffic Management System
AGENDA: June 29, 2020

TO: Regional Transportation Commission (RTC)
FROM: Tracy New, Director of Finance and Budget
RE: Fiscal Year (FY) 2020-21 Budget Amendment

RECOMMENDATIONS

The Budget and Administration/Personnel (B&A/P) Committee and staff recommend that the Santa Cruz County Regional Transportation Commission (RTC):

1. Adopt the attached resolution (Attachment 1) approving the proposed FY 2020-21 RTC and Measure D budget amendments as shown on Exhibit A of Attachment 1;
2. Accept the revised Measure D revenue forecast for FY 2020-21 provided by HDL Services (Attachment 2);
3. Accept the revised 30-year revenue projection (Attachment 3); and
4. Accept the revised 5-year revenue estimates for the Measure D recipients (Attachment 4).

BACKGROUND

On April 2, 2020, the RTC adopted a FY2020-21 Budget and Work Program that was based on revenue estimates prior to the COVID-19 global health crisis and directed staff to work with the Budget, Administration & Personnel Committee (B&A) to prepare updates as new revenue projections became available. COVID-19 is having economic impacts on Transportation Development Act (TDA) revenue, a ¼ cent general sales tax collected statewide; Measure D revenue, a county wide ½ cent transaction and use tax; and revenue allocation estimates for the FY2020-21.

DISCUSSION

COVID-19 related drops in retail sales, fuel consumption, fuel prices, and transit ridership are expected to have impacts on transportation funding for several years. Entities throughout the county, state and nation have started forecasting what the economic impacts and funding shortfalls might be under different scenarios.
RTC staff and local project sponsors continue to discuss potential impacts of COVID-19 on the RTC’s budget and local revenues, including Measure D, TDA, and State grants. While there is too much uncertainty to precisely predict the length and severity that COVID-19 will have on transportation funding sources, allocations of Measure D revenues and payments on TDA claims will be lower than previously projected in the RTC’s FY2020-21 budget (which was developed pre-COVID-19). Measure D does not have a reserve and payments are based on actual revenue receipts. Although TDA, does have a reserve, the reserve is not expected to cover the full amount of the expected decline in revenue.

The Santa Cruz County Auditor Controller’s office provided a revised TDA revenue estimate in May that does not account for the COVID-19 pandemic with a modest decrease from +0.68% to -0.41% for FY2020-21.

Hinderliter, de Llamas & Associates (HdL) estimates for the Measure D transaction and use tax, prepared in mid-April 2020, show a 17% drop in FY2020-21 over FY2018-19 levels. Locally, HdL projected year-to-year revenue decreases for Measure D as follows:

- FY2019-20: -12.2%
- FY2020-21: -4.4% (in addition to FY2019-20 -12.2%)
- Total: FY2020-21 revenue estimate ~17% lower than FY2018-19

Since mid-April, many economic indicators are signaling there will be a more severe and longer-term impact on sales tax revenue. On May 14, 2020, Governor Newsom released the May Revision to the State of California’s FY2020-21 Budget forecasting COVID-19 will have a $54 billion impact on the State budget, including a 21.3% drop in FY2020-21 (from FY2018-19) sales tax statewide.

The first half of FY2019-20 saw modest growth in both Measure D and TDA. On May 24, 2020, RTC received the final payment for FY2019-20 Quarter 3, Measure D revenue was 21.77% lower and TDA revenue was 21.02% lower than the same quarter in FY2018-19. The table below compares FY2018-19 to FY2019-20 year-to-date Measure D and TDA revenues.
While we may have preliminary revenue numbers for April in mid-June, complete data reflecting the April-June 2020 (4th quarter) impacts will not be available until August. Based on the information we have at this time; staff anticipates that 4th quarter revenues will be 40% lower than the same quarter last fiscal year and **staff is recommending revising the RTC budget to reduce TDA and Measure D revenues and allocations by 20% in FY2020-21.** Updated Measure D 30-year forecasts and estimated distributions are included as Attachments 3 and 4. These are just estimates and monthly allocations of Measure D revenues are adjusted based on actual revenues received. With this revision, staff is presenting amendments to RTC’s Administration and Planning budgets.

**Reserves**

FY2019-20 TDA reserves may be used to pay the FY2019-20 allocation. The current reserve balance is $805,078. Based on Hdl’s April 2020 projection, the FY2019-20 TDA shortfall estimate is $602,834. Our last TDA payment received during the fiscal year will be received on June 24, 2020, if revenue is less than Hdl’s April 2020 projection, it is possible that the RTC could use the full reserve this year and final payments to TDA recipients lowered.

**FY2019-20 TDA Estimated Revenues and Reserve**

<table>
<thead>
<tr>
<th>Measure D*</th>
<th>TDA*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FY2019-20</strong></td>
<td><strong>FY2019-20</strong></td>
</tr>
<tr>
<td>Qtr 1 (Jul-Sep) - Actual</td>
<td>6,125,216</td>
</tr>
<tr>
<td>Qtr 2 (Oct-Dec) - Actual</td>
<td>5,642,669</td>
</tr>
<tr>
<td>Qtr 3 (Jan-Mar) - Actual</td>
<td>5,037,603</td>
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<tr>
<td>Qtr 4 (Apr-Jun) - Forecast</td>
<td>3,913,281</td>
</tr>
<tr>
<td>Total</td>
<td>22,180,874</td>
</tr>
</tbody>
</table>

*Net of California Department of Tax and Fee Administration (CDTFA) fees

Typically, if the reserves are used to fund allocations from the previous year, funds needed to replenish the reserve are allocated in the following year. With FY2020-21 TDA revenues now estimated to be $202,244, in order to replenish the TDA reserve to 8%, the allocation to recipients would be reduced by
$479,431. However, the proposed budget does not allocate funds to replenish the reserve in FY2020-21; instead staff and the BP&A recommend that the full amount of projected TDA revenues be allocated to recipients to fund services. Staff and the BP&A Committee recommend expending FY19/20 reserve funds to recipients during FY19/20 and waiting for revenues to stabilize and depending on the strength of the recovery, consider replenishing reserves over multiple years.

The RTC operating reserve fund target is 30% of the RTC’s operating budget, he estimated carryover RTC reserve fund balance meets the 30% reserve requirement, there are no additional funds allocated for this reserve.

FY2020-21 TDA Revenue Projection and Budget
Based on preliminary projections, FY2020-21 TDA revenues are estimated to be 20% lower than FY2018-19 actuals, this equates to a 17.36% reduction from FY2020-21 budget approved by the Commission on April 2, 2020.

- $10,651.60  FY2018-19 Actual TDA revenues
- $2,130,232  (-20%)
- $8,520,928  Projected revenue for FY2020-21

- $10,310,617  FY2020-21 revenue from April 2020 adopted budget
- ($8,520,928)  Current projection
- $1,789,689  Reduction from April 2020 allocation

($1,789,689)/$10,310,617 adopted = -17.36% reduction in revenues.
FY 2020-21 TDA Proposed Apportionments

<table>
<thead>
<tr>
<th>Recipients of TDA Revenue</th>
<th>FY 20-21 Approved 04/02/20</th>
<th>FY 20-21 Proposed 03/12/20</th>
<th>% Chg</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC Administration &amp; Planning</td>
<td>1,197,985</td>
<td>990,042</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Bike to Work</td>
<td>60,000</td>
<td>49,585</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Bike and Ped Safety (CTSC)</td>
<td>130,000</td>
<td>107,435</td>
<td>-17.36%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>190,000</strong></td>
<td><strong>157,020</strong></td>
<td><strong>-17.36%</strong></td>
</tr>
<tr>
<td>Santa Cruz Metro</td>
<td>7,628,850</td>
<td>6,304,655</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Community Bridges</td>
<td>749,501</td>
<td>619,405</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Volunteer Center</td>
<td>89,226</td>
<td>73,738</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Capitola</td>
<td>16,953</td>
<td>14,010</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Santa Cruz</td>
<td>108,945</td>
<td>90,035</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Scotts Valley</td>
<td>20,002</td>
<td>16,530</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Watsonville</td>
<td>87,777</td>
<td>72,541</td>
<td>-17.36%</td>
</tr>
<tr>
<td>Santa Cruz County</td>
<td>221,378</td>
<td>182,952</td>
<td>-17.36%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>8,922,631</strong></td>
<td><strong>7,373,866</strong></td>
<td><strong>-17.36%</strong></td>
</tr>
<tr>
<td><strong>Total Apportioned</strong></td>
<td><strong>10,310,616</strong></td>
<td><strong>8,520,928</strong></td>
<td><strong>-17.36%</strong></td>
</tr>
</tbody>
</table>

Other Revenues
RTC implements programs and projects that are funded by state and federal transportation programs. The budgets for these programs and projects include funding allocations that have not been immediately impacted by COVID-19. The Governor’s May revision to the transportation budget as a whole remains about the same as the Governor’s January proposal. Senate Bill 1 (SB1) funds are protected and continue to be collected and indexed for inflation. No SB 1 funds are being diverted to address General Fund shortfalls. However, drops in gas tax revenue ($1.2 billion FY2019-20 to FY2020-21) will impact the amount of funding available to cities and counties, the State Transportation Improvement Program (STIP), and State Highway Operation and Protection Program (SHOPP). That said, the May Revision maintains current Caltrans planning and engineering staffing levels. Caltrans and local agencies may even accelerate some projects to achieve cost savings as bids prices have dropped, support the creation of new jobs in the transportation sector, take advantage of a potential federal stimulus, and improve the transportation system.

Next Steps
Staff has prepared a revised budget based on the economic impact of COVID-19 as it relates to transportation funding, including TDA and Measure D. The proposed FY20/21 budget amendment includes reductions in funds for RTC purchases, travel/training, and consultants, and reduces labor costs by
holding off on filling one recently vacated position. Regional Projects are moving forward as planned. A later budget revision will include updates to other programs and projects implemented by the RTC as more information becomes available. Staff will assess the effect of actual revenue on project delivery and provide updates during our in the fall budget amendment.

The Budget and Administration/Personnel Committee and staff recommend that the Santa Cruz County Regional Transportation Commission (RTC):

1. Adopt the attached resolution (Attachment 1) approving the proposed amended FY2020-21 Budget and Work Program (Exhibit A to Attachment 1);
2. Accept the revised Measure D revenue forecast for FY 2020-21 provided by HDL Services (Attachment 2);
3. Accept the revised 30-year revenue projection which incorporates the HDL forecast for FY 2020-21 (Attachment 3); and
4. Accept the revised 5-year revenue estimates for the Measure D recipients (Attachment 4).

SUMMARY

The proposed amended FY 2020-21 Budget (Attachment 1) reflects a revision to the TDA and Measure D revenues and allocations. RTC staff will continue to monitor and estimate potential economic impacts of COVID-19 and will provide Measure D and TDA recipients with updates as they become available.

The B&A/P Committee and staff recommend that the RTC approve the proposed amended FY 2020-21 Budget and Work Program.

Attachments:
1. Resolution Adopting the Amended FY 2020-21 Budget and Work Program
2. Draft Fiscal Year (FY) 2020-21 Budget Amendment
3. Revised Measure D revenue forecast for FY 2020-21 from HdL Services
4. Revised Measure D 30-year Revenue Projections for 2020
5. Revised Measure D 5-year distribution estimates for Measure D revenue recipients
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 29, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AMENDING THE FY 2020-21 BUDGET AND WORK PROGRAM FOR
THE REGIONAL TRANSPORTATION COMMISSION

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC)
adopts and periodically amends a budget and work program for each fiscal year to
guide its expenses and work; and

WHEREAS, the RTC is responsible for programming state and federal
transportation funds, adopting the Regional Transportation Improvement Program
(RTIP), and exchanging federal funds for state funds consistent with state and
federal requirements;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:

1. The FY 2020-21 Budget and Work Program for the Santa Cruz County
Regional Transportation Commission (RTC) are hereby amended as shown in
Exhibit A; and

2. The Executive Director is authorized to adjust Transportation Development
Act (TDA) revenue payments consistent with the amended FY 2020-21 RTC
budget.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ATTEST: ________________________________

Bruce McPherson, Chair

___________________________
Guy Preston, Secretary
Exhibit A - SCCRTC FY 2020-21 Budget and Work Program as amended

Distribution: RTC Fiscal
<table>
<thead>
<tr>
<th>Apportionment Schedule</th>
<th>FY20-21 Approved 4/2/20</th>
<th>FY20-21 Proposed 6/29/20</th>
<th>$ Difference</th>
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<tr>
<td><strong>Transportation Development Act (TDA):</strong></td>
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<tr>
<td>TDA Reserve Fund</td>
<td>644,081</td>
<td>532,283</td>
<td>(111,798)</td>
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<tr>
<td>SCCRTC: Administration</td>
<td>553,904</td>
<td>457,759</td>
<td>(96,145)</td>
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<td>Planning</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>1,197,985</strong></td>
<td><strong>990,042</strong></td>
<td><strong>(207,943)</strong></td>
</tr>
<tr>
<td>Bike to Work</td>
<td>60,000</td>
<td>49,585</td>
<td>(10,415)</td>
</tr>
<tr>
<td>Bike &amp; Pedestrian Safety (CTSC)</td>
<td>130,000</td>
<td>107,435</td>
<td>(22,565)</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>190,000</strong></td>
<td><strong>157,020</strong></td>
<td><strong>(32,980)</strong></td>
</tr>
<tr>
<td>Santa Cruz METRO</td>
<td>7,628,850</td>
<td>6,304,655</td>
<td>(1,324,195)</td>
</tr>
<tr>
<td>Specialized Transit (Community Bridges/CTSA)</td>
<td>749,501</td>
<td>619,405</td>
<td>(130,096)</td>
</tr>
<tr>
<td>Volunteer Center</td>
<td>89,226</td>
<td>73,738</td>
<td>(15,488)</td>
</tr>
<tr>
<td>City of Capitola</td>
<td>16,953</td>
<td>14,010</td>
<td>(2,943)</td>
</tr>
<tr>
<td>City of Santa Cruz - Non Transit</td>
<td>108,945</td>
<td>90,035</td>
<td>(18,910)</td>
</tr>
<tr>
<td>City of Scotts Valley</td>
<td>20,002</td>
<td>16,530</td>
<td>(3,472)</td>
</tr>
<tr>
<td>City of Watsonville</td>
<td>87,777</td>
<td>72,541</td>
<td>(15,236)</td>
</tr>
<tr>
<td>County of Santa Cruz</td>
<td>221,378</td>
<td>182,952</td>
<td>(38,426)</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>8,922,632</strong></td>
<td><strong>7,373,866</strong></td>
<td><strong>(1,548,766)</strong></td>
</tr>
<tr>
<td><strong>TOTAL TDA APPORTIONED</strong></td>
<td><strong>10,310,617</strong></td>
<td><strong>8,520,928</strong></td>
<td><strong>(1,789,689)</strong></td>
</tr>
<tr>
<td>Object</td>
<td>2020-21 Approved</td>
<td>2020-21 Proposed</td>
<td>Difference</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>------------</td>
</tr>
<tr>
<td>4 TDA Revenue</td>
<td>40172</td>
<td>644,081</td>
<td>532,283</td>
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<tr>
<td>5 Measure D</td>
<td>40186</td>
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<td>381,573</td>
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<td>225,717</td>
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<td>Total Revenues</td>
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<td>1,139,573</td>
</tr>
<tr>
<td>9 Salaries, Benefits &amp; Overhead</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>11 Allocated Labor Costs</td>
<td>57010</td>
<td>119,617</td>
<td>113,208</td>
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<tr>
<td>12 Allocated Overhead</td>
<td>62354</td>
<td>130,383</td>
<td>126,792</td>
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<tr>
<td>13 TDA Admin Salaries, Benefits &amp; Overhead</td>
<td></td>
<td>250,000</td>
<td>240,000</td>
</tr>
<tr>
<td>14 Measure D Administration</td>
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<td></td>
</tr>
<tr>
<td>15 Meas D Admin Labor</td>
<td>57010</td>
<td>220,119</td>
<td>172,912</td>
</tr>
<tr>
<td>16 Meas D Admin Overhead</td>
<td>62354</td>
<td>239,930</td>
<td>193,661</td>
</tr>
<tr>
<td>17 Meas D Admin Salaries, Benefits &amp; Overhead</td>
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<td>460,049</td>
<td>366,573</td>
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<tr>
<td>Total Salaries, Benefits &amp; Overhead</td>
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<td>606,573</td>
</tr>
<tr>
<td>20 Services &amp; Supplies</td>
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</tr>
<tr>
<td>21 Telephone &amp; Mobile Device</td>
<td>61221</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>22 Office Equipment</td>
<td>61312</td>
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<td>5,000</td>
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<tr>
<td>23 Liability Insurance</td>
<td>61535</td>
<td>25,000</td>
<td>30,000</td>
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<tr>
<td>24 Office Equip Repair/Maint</td>
<td>61725</td>
<td>10,000</td>
<td>7,500</td>
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<tr>
<td>25 Repairs &amp; Maintenance</td>
<td>61845</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>26 Membership</td>
<td>62020</td>
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<td>20,000</td>
</tr>
<tr>
<td>27 Duplicating</td>
<td>62214</td>
<td>6,000</td>
<td>6,000</td>
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<tr>
<td>28 Computer Software</td>
<td>62219</td>
<td>20,000</td>
<td>15,000</td>
</tr>
<tr>
<td>29 Postage</td>
<td>62221</td>
<td>5,500</td>
<td>5,500</td>
</tr>
<tr>
<td>30 General Supplies &amp; Expenses</td>
<td>62223</td>
<td>30,000</td>
<td>24,000</td>
</tr>
<tr>
<td>31 Accounting &amp; Audit</td>
<td>62301</td>
<td>70,000</td>
<td>70,000</td>
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<tr>
<td>32 County Mainframe/Intranet</td>
<td>62325</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>33 Commissioners' Stipend</td>
<td>62327</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>34 Legal Fees</td>
<td>62359</td>
<td>50,000</td>
<td>40,000</td>
</tr>
<tr>
<td>35 Professional &amp; Special Serv</td>
<td>62381</td>
<td>76,000</td>
<td>76,000</td>
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<tr>
<td>36 Office Rent</td>
<td>62610</td>
<td>120,000</td>
<td>92,000</td>
</tr>
<tr>
<td>37 Adv &amp; Promo Materials</td>
<td>62801</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>38 Contingency/Special Exp</td>
<td>62856</td>
<td>31,000</td>
<td>21,000</td>
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<tr>
<td>39 Transp/Travel/Educ</td>
<td>62914</td>
<td>75,000</td>
<td>45,000</td>
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<tr>
<td>40 Vehicle Maint, Rentals &amp; Serv</td>
<td>62920</td>
<td>4,000</td>
<td>4,000</td>
</tr>
<tr>
<td>41 Utilities</td>
<td>63070</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>42 Office Equipment</td>
<td>86210</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Total Services &amp; Supplies</td>
<td></td>
<td>619,500</td>
<td>533,000</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td></td>
<td>1,329,549</td>
<td>1,139,573</td>
</tr>
</tbody>
</table>

Measure D Administration budget detail included in above total

| 48 Meas D Admin Labor | 57010 | 220,119 | 172,912 | (47,207) |
| 49 Meas D Admin Overhead | 62354 | 239,930 | 193,661 | (46,269) |
| Total Salaries, Benefits & Overhead | | 460,049 | 366,573 | (93,476) |

Total Measure D Administration | 475,049 | 381,573 | (93,476) |
<table>
<thead>
<tr>
<th>Object</th>
<th>2020-21 Approved</th>
<th>2020-21 Proposed</th>
<th>Difference</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Revenues</td>
<td></td>
<td></td>
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<tr>
<td>5 TDA Planning</td>
<td>40172</td>
<td>744,627</td>
<td>614,779</td>
<td>(129,848) COVID-19 Projected impact on TDA</td>
</tr>
<tr>
<td>6 Measure D</td>
<td>40186</td>
<td>605,400</td>
<td>595,400</td>
<td>(10,000)</td>
</tr>
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<td>7 RSTP Exchange</td>
<td>40761</td>
<td>205,000</td>
<td>205,000</td>
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<td>8 STIP for Planning (PPM)</td>
<td>40770</td>
<td>164,097</td>
<td>164,097</td>
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<td>9 Rural Planning Assistance (RPA)</td>
<td>40786</td>
<td>337,000</td>
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<td>10 CalTrans SHA Grant</td>
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<td>11 Bust Transp Planning Grant CDFW</td>
<td>40786</td>
<td>237,689</td>
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<td>12 Bust Transp Planning Grant WCB</td>
<td>40786</td>
<td>145,600</td>
<td>145,600</td>
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<td>13 RTC Funds Budgeted</td>
<td>42367</td>
<td>179,876</td>
<td>157,744</td>
<td>(22,132)</td>
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<td>14 Total Revenues</td>
<td></td>
<td>2,699,289</td>
<td>2,537,309</td>
<td>(161,980)</td>
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<tr>
<td>15 Salaries, Benefits &amp; Overhead by Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>16 Regional Planning Coordination</td>
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<td>140,000</td>
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<td>17 Work Program</td>
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<td>35,000</td>
<td></td>
<td></td>
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<td>19 Public Information</td>
<td>60,000</td>
<td>45,000</td>
<td>(15,000) Fewer public events</td>
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<td>20 Bicycle/Pedestrian Planning</td>
<td>70,000</td>
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<td>21 Specialized Transportation</td>
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<td>(20,000) RTIP produced in next fiscal year</td>
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<td>26 Highway 17 Wildlife Crossing</td>
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<td>30,000</td>
<td></td>
<td></td>
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<td>28 Reg Conserv Invest Strategy (RCIS)</td>
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<td>41,000</td>
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<td></td>
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<td>29 Measure D Implementation</td>
<td>120,000</td>
<td>120,000</td>
<td></td>
<td></td>
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<tr>
<td>31 Allocated Labor Costs</td>
<td>57010</td>
<td>602,699</td>
<td>585,377</td>
<td>(17,322)</td>
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<tr>
<td>32 Allocated Overhead (indirect costs)</td>
<td>62354</td>
<td>673,301</td>
<td>655,623</td>
<td>(17,678)</td>
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<tr>
<td>33 Subtotal Staff and Overhead</td>
<td>1,276,000</td>
<td>1,241,000</td>
<td>(35,000)</td>
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<tr>
<td>34 Services &amp; Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>35 Bike To Work Prog (Ecology Action)</td>
<td>62381</td>
<td>60,000</td>
<td>49,585</td>
<td>(10,415) Lower apportionment</td>
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<tr>
<td>36 Bike &amp; Ped Safety (CTSC)</td>
<td>62381</td>
<td>130,000</td>
<td>107,435</td>
<td>(22,565) Lower apportionment</td>
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<tr>
<td>38 Ecology Action County SR2S Education</td>
<td>62381</td>
<td>-</td>
<td>-</td>
<td></td>
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<tr>
<td>39 Ecology Action Everyday is Bike to Work</td>
<td>62381</td>
<td>100,000</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>40 Ecology Action - Bike Smart and Walk</td>
<td>62381</td>
<td>25,000</td>
<td>25,000</td>
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<td>41 Ecology Action - Bike Challenge</td>
<td>62381</td>
<td>100,000</td>
<td>100,000</td>
<td></td>
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<td>42 Project Paseo (Bike SC County)</td>
<td>62381</td>
<td>50,000</td>
<td>50,000</td>
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<td>43 Professional Services (contracts)</td>
<td>62381</td>
<td>-</td>
<td>-</td>
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<td>45 AMBAG for RTP/MTP</td>
<td>75230</td>
<td>30,000</td>
<td>30,000</td>
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<td>45 Rail Line Alt Anal/Network Integration</td>
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<td>290,000</td>
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<tr>
<td>46 Scotts Creek Marsh Restoration Grant</td>
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<td>237,689</td>
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<td>47 RCIS Consultant</td>
<td>62381</td>
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<td>125,000</td>
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<td>48 Measure D Implementation</td>
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<td>290,000</td>
<td>290,000</td>
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<tr>
<td>49 Traffic Monitoring services</td>
<td>62381</td>
<td>16,000</td>
<td>12,000</td>
<td>(4,000) Fewer counts</td>
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<td>50 Printing Documents and Pub Info Mate</td>
<td>62381</td>
<td>50,000</td>
<td>25,000</td>
<td>(25,000) More digital and less printing</td>
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<tr>
<td>51 Transfer to Rail/Trail Authority</td>
<td>75233</td>
<td>110,000</td>
<td>110,000</td>
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<td>52 Measure D Implementation</td>
<td>62381</td>
<td>125,000</td>
<td>125,000</td>
<td></td>
</tr>
<tr>
<td>53 Services &amp; Supplies</td>
<td>62381</td>
<td>80,000</td>
<td>70,000</td>
<td>(10,000) Measure D Implementation</td>
</tr>
<tr>
<td>54 Subtotal Services &amp; Supplies</td>
<td></td>
<td>1,423,289</td>
<td>1,296,309</td>
<td>(126,980)</td>
</tr>
<tr>
<td>55 Total Expenditures</td>
<td></td>
<td>2,699,289</td>
<td>2,537,309</td>
<td>(161,980)</td>
</tr>
</tbody>
</table>

Unappropriated Revenues: -

Note: -

20-11
<table>
<thead>
<tr>
<th>Measure D Fiduciary Deposit Fund</th>
<th>2020-21</th>
<th>2020-21</th>
<th>Difference</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approved</td>
<td>Proposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues Received from CDTFA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure D</td>
<td>40186</td>
<td>21,700,430</td>
<td>17,291,179</td>
<td>(4,409,251) COVID-19 Projected impact on Meas D</td>
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<tr>
<td>Interest</td>
<td>40430</td>
<td>250</td>
<td>250</td>
<td>-</td>
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<tr>
<td>Total Revenues</td>
<td>21,700,680</td>
<td>17,291,429</td>
<td>(4,409,251)</td>
<td></td>
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<tr>
<td>Admin and Impl Alloc</td>
<td>75381</td>
<td>660,049</td>
<td>566,573</td>
<td>(93,476)</td>
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</tbody>
</table>

**Distributions to Investment Categories per Ordinance**

<table>
<thead>
<tr>
<th>Distribution Category</th>
<th>Object</th>
<th>Approved</th>
<th>Proposed</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood 30%*</td>
<td>75382</td>
<td>6,312,114</td>
<td>5,017,382</td>
<td>(1,294,733)</td>
</tr>
<tr>
<td>Highway Corridors 25%</td>
<td>75383</td>
<td>5,260,095</td>
<td>4,181,152</td>
<td>(1,078,944)</td>
</tr>
<tr>
<td>Transit/Paratransit 20%</td>
<td>75384</td>
<td>4,208,076</td>
<td>3,344,921</td>
<td>(863,155)</td>
</tr>
<tr>
<td>Active Transp 17%</td>
<td>75385</td>
<td>3,576,865</td>
<td>2,843,183</td>
<td>(733,682)</td>
</tr>
<tr>
<td>Rail Corridor 8%</td>
<td>75386</td>
<td>1,683,230</td>
<td>1,337,968</td>
<td>(345,262)</td>
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<tr>
<td>Total Distributions</td>
<td>21,040,381</td>
<td>16,724,606</td>
<td>(4,315,775)</td>
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</table>

Unappropriated Revenues:

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>250</td>
</tr>
</tbody>
</table>

*Includes Highways 9 & 17

Note: Revenues are net of CDTFA fees. We do not expect interest income to be earned in the general fund, all revenues will be distributed to investment categories as soon as practicable. There is a small discrepancy in the formula rounding reflected in the distributions to investment categories.
<table>
<thead>
<tr>
<th></th>
<th>2020-21</th>
<th>2020-21</th>
<th>Difference</th>
<th>Note</th>
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</thead>
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<tr>
<td></td>
<td>Object</td>
<td>Approved 4/2/20</td>
<td>Proposed 6/1/20</td>
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<td>4</td>
<td>Measure D</td>
<td>40186</td>
<td>660,049</td>
<td>566,573</td>
</tr>
<tr>
<td>5</td>
<td>Interest</td>
<td>40430</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>6</td>
<td>Total Revenues</td>
<td>665,049</td>
<td>571,573</td>
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<td>7</td>
<td>Salaries, Benefits &amp; Overhead</td>
<td>580,049</td>
<td>486,573</td>
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<td>8</td>
<td>Admin Labor Costs</td>
<td>57010</td>
<td>273,608</td>
<td>229,516</td>
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<td>9</td>
<td>Implant Overhead (indirect)</td>
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<td>306,441</td>
<td>257,057</td>
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<tr>
<td>10</td>
<td>Total Salaries, Benefits &amp; Overhead</td>
<td>580,049</td>
<td>486,573</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Services &amp; Supplies</td>
<td>62223</td>
<td>30,000</td>
<td>25,000</td>
</tr>
<tr>
<td>12</td>
<td>Accounting &amp; Audit</td>
<td>62301</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>13</td>
<td>Legal Fees</td>
<td>62359</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>14</td>
<td>Professional &amp; Special Services</td>
<td>62381</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>15</td>
<td>Adv &amp; Promo Materials</td>
<td>62801</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16</td>
<td>Total Services &amp; Supplies</td>
<td>85,000</td>
<td>80,000</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Total Expenditures</td>
<td>665,049</td>
<td>566,573</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Unappropriated Revenues:</td>
<td>-</td>
<td>5,000</td>
<td>5,000</td>
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## SANTA CRUZ COUNTY MEASURE D
### SALES TAX ALLOCATION CASH PROJECTIONS

<table>
<thead>
<tr>
<th>Payment Month</th>
<th>Actual Fiscal Year 2018-19</th>
<th>Forecast Fiscal Year 2019-20</th>
<th>Forecast Fiscal Year 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Advance</td>
<td>June</td>
<td>$1,653,623</td>
<td>$1,845,374</td>
</tr>
<tr>
<td>2nd Advance</td>
<td>July</td>
<td>$1,873,759</td>
<td>2,191,713</td>
</tr>
<tr>
<td>Clean Up</td>
<td>August</td>
<td>$1,041,599</td>
<td>1,338,300</td>
</tr>
<tr>
<td><strong>2nd Quarter Allocation</strong></td>
<td></td>
<td><strong>4,568,980</strong></td>
<td><strong>5,375,386</strong></td>
</tr>
<tr>
<td>Pre Advance</td>
<td>August</td>
<td>415,800</td>
<td>-</td>
</tr>
<tr>
<td>1st Advance</td>
<td>September</td>
<td>$1,904,969</td>
<td>$1,983,801</td>
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<tr>
<td>2nd Advance</td>
<td>October</td>
<td>$2,650,591</td>
<td>$2,310,259</td>
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<tr>
<td>Clean Up</td>
<td>November</td>
<td>$1,569,656</td>
<td>$1,550,824</td>
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<tr>
<td><strong>3rd Quarter Allocation</strong></td>
<td></td>
<td><strong>6,541,016</strong></td>
<td><strong>5,844,884</strong></td>
</tr>
<tr>
<td>1st Advance</td>
<td>December</td>
<td>$1,944,488</td>
<td>$1,827,168</td>
</tr>
<tr>
<td>2nd Advance</td>
<td>January</td>
<td>$1,885,278</td>
<td>$1,879,525</td>
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<tr>
<td>Clean Up</td>
<td>February</td>
<td>$1,812,903</td>
<td>$2,362,578</td>
</tr>
<tr>
<td><strong>4th Quarter Allocation</strong></td>
<td></td>
<td><strong>5,642,669</strong></td>
<td><strong>6,069,271</strong></td>
</tr>
<tr>
<td>1st Advance</td>
<td>March</td>
<td>$1,845,285</td>
<td>$1,584,808</td>
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<tr>
<td>2nd Advance</td>
<td>April</td>
<td>$1,850,320</td>
<td>-</td>
</tr>
<tr>
<td>Clean Up</td>
<td>May</td>
<td>$1,341,998</td>
<td>-</td>
</tr>
<tr>
<td><strong>1st Quarter Allocation</strong></td>
<td></td>
<td><strong>5,037,603</strong></td>
<td><strong>1,584,808</strong></td>
</tr>
<tr>
<td>1st Advance</td>
<td>June</td>
<td>$1,845,374</td>
<td>-</td>
</tr>
<tr>
<td>2nd Advance</td>
<td>July</td>
<td>$2,191,713</td>
<td>-</td>
</tr>
<tr>
<td>Clean Up</td>
<td>August</td>
<td>$1,338,300</td>
<td>-</td>
</tr>
<tr>
<td><strong>2nd Quarter Allocation</strong></td>
<td></td>
<td><strong>5,375,386</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

### Fiscal Year Reconciliation

<table>
<thead>
<tr>
<th>Accrual</th>
<th>Actual 2018-19</th>
<th>Forecast 2019-20</th>
<th>Forecast 2020-21</th>
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</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$22,180,875</td>
<td>$13,498,963</td>
<td>$19,468,226</td>
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</table>

* Based on budget prepared 04/13/20 by Sue

---

**20-14**
The return to source variable is based on the existing transactions and use taxes for each of the cities as compared to the overall Measure D revenues generated to derive an estimate for the unincorporated area.
Measure D Transactions & Use Tax - Possible 30-year Revenue Projections for 2020 (March 2020)
Fiscal
Year

Annual
Estimate

Implemt,
Mgmt &
Admin
346,687
550,282
738,926
776,732
660,049
668,630
677,322
686,127
695,047
704,082
713,235
722,507
731,900
741,415
751,053
760,817
770,707
780,727
790,876
801,157
811,572
822,123
832,811
843,637
854,604
865,714
876,968
888,369
899,918
911,617
923,468
23,599,080

Net for
Allocation

Distribution of Neighborhood Projects Bucket
Neighborhood Highways
Scotts
County
Comm
SC METRO
Capitola Santa Cruz
Watsonville
Highway
Trail
Rail
Projects
9 & 17
Valley
Unincorp
Bridges
30%
$15Mtotal
25%
16%
4%
17%
8%
241,866
41,667
11,254
45,453
9,808
30,413
103,271
201,555
128,995
32,249
137,057
64,497
6,055,851
500,000
312,311 1,261,406
272,192
844,000 2,865,941
5,046,542
3,229,787
807,447
3,431,649 1,614,893
6,432,585
500,000
333,405 1,348,643
290,584
901,166 3,058,787
5,360,487
3,430,712
857,678
3,645,131 1,715,356
6,251,173
500,000
318,760 1,308,997
267,599
879,820 2,975,997
5,209,311
3,333,959
833,490
3,542,331 1,666,979
6,312,114
500,000
308,051 1,323,196
281,117
894,943 3,004,807
5,260,095
3,366,461
841,615
3,576,865 1,683,230
6,374,641
500,000
311,365 1,337,431
284,141
904,571 3,037,133
5,312,201
3,399,809
849,952
3,612,297 1,699,904
6,444,361
500,000
315,061 1,353,304
287,513
915,306 3,073,178
5,370,301
3,436,993
859,248
3,651,805 1,718,496
6,541,433
500,000
320,206 1,375,403
292,208
930,253 3,123,363
5,451,194
3,488,764
872,191
3,706,812 1,744,382
6,646,713
500,000
325,786 1,399,372
297,300
946,464 3,177,792
5,538,928
3,544,914
886,228
3,766,471 1,772,457
6,753,686
500,000
331,455 1,423,725
302,474
962,936 3,233,096
5,628,072
3,601,966
900,492
3,827,089 1,800,983
6,862,379
500,000
337,216 1,448,470
307,731
979,672 3,289,289
5,718,649
3,659,936
914,984
3,888,681 1,829,968
6,972,819
500,000
343,070 1,473,613
313,073
996,678 3,346,385
5,810,683
3,718,837
929,709
3,951,264 1,859,418
7,085,034
500,000
349,017 1,499,160
318,501
1,013,957 3,404,399
5,904,195
3,778,685
944,671
4,014,853 1,889,343
7,199,054
500,000
355,061 1,525,118
324,016
1,031,513 3,463,346
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3,839,495
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4,079,464 1,919,748
7,314,906
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361,201 1,551,493
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1,049,352 3,523,241
6,095,755
3,901,283
975,321
4,145,113 1,950,642
7,432,620
500,000
367,440 1,578,292
335,313
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6,193,850
3,964,064
991,016
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7,552,227
500,000
373,779 1,605,522
341,098
1,085,894 3,645,933
6,293,522
4,027,854 1,006,964
4,279,595 2,013,927
7,673,756
500,000
380,221 1,633,190
346,976
1,104,607 3,708,763
6,394,797
4,092,670 1,023,167
4,348,462 2,046,335
7,797,239
500,000
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352,948
1,123,621 3,772,602
6,497,699
4,158,527 1,039,632
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500,000
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365,183
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6,708,492
4,293,435 1,073,359
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1,182,516 3,970,344
6,816,437
4,362,520 1,090,630
4,635,177 2,181,260
8,311,340
500,000
414,013 1,778,343
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6,926,117
4,432,715 1,108,179
4,709,759 2,216,357
8,445,071
500,000
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384,282
1,223,373 4,107,525
7,037,559
4,504,038 1,126,009
4,785,540 2,252,019
8,580,951
500,000
428,303 1,839,723
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500,000
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7,501,531
4,800,980 1,200,245
5,101,041 2,400,490
9,146,666
500,000
458,287 1,968,515
418,216
1,331,404 4,470,243
7,622,222
4,878,222 1,219,555
5,183,111 2,439,111
9,293,823
500,000
466,087 2,002,017
425,334
1,354,063 4,546,322
7,744,852
4,956,705 1,239,176
5,266,499 2,478,353
8,633,312
458,333
433,287 1,861,130
395,402
1,258,774 4,226,385
7,194,427
4,604,433 1,151,108
4,892,210 2,302,217
227,088,395 15,000,000 11,292,416 48,278,537 ######### 32,627,179 ########## 189,240,329 121,113,810 30,278,453 128,683,424 60,556,905

2016-17
1,152,905
806,219
2017-18
20,736,450
20,186,168
2018-19
22,180,875
21,441,949
2019-20
21,613,974
20,837,242
2020-21
21,700,430
21,040,381
2021-22
21,917,434
21,248,805
2022-23
22,158,526
21,481,204
2023-24
22,490,904
21,804,777
2024-25
22,850,758
22,155,712
2025-26
23,216,370
22,512,288
2026-27
23,587,832
22,874,597
2027-28
23,965,238
23,242,730
2028-29
24,348,682
23,616,782
2029-30
24,738,260
23,996,846
2030-31
25,134,073
24,383,019
2031-32
25,536,218
24,775,401
2032-33
25,944,797
25,174,090
2033-34
26,359,914
25,579,187
2034-35
26,781,673
25,990,797
2035-36
27,210,179
26,409,022
2036-37
27,645,542
26,833,970
2037-38
28,087,871
27,265,748
2038-39
28,537,277
27,704,466
2039-40
28,993,873
28,150,236
2040-41
29,457,775
28,603,171
2041-42
29,929,100
29,063,385
2042-43
30,407,965
29,530,997
2043-44
30,894,493
30,006,124
2044-45
31,388,805
30,488,887
2045-46
31,891,025
30,979,409
2046-47
29,701,175
28,777,707
Total
780,560,394
756,961,314
Notes
1. Initial estimate is based on Auditor Controller's estimate of TDA revenues after applying a historical comparison of TDA revenues to SC METRO's transactions and use tax. Beginning in FY 2019-20, the estimate is based
on the forecast provided by HDL Services, RTC Measure D analysis, auditing and forecasting consultant.
2. HDL Services forecasts 0.4% increase in FY2020-21 and the subsequent three fiscal years gains of 1.0%, 1.1% and 1.5%. Their long-term forecast is an average growth factor of 1.6%.
3. Implementation, management and administration costs are escalated by the assumed growth.
4. The return to source variable is based on the existing transactions and use taxes for each of the cities as compared to the overall Measure D revenues generated to derive an estimate for the unincorporated area.
5. Actual funds received and distributed and actual costs are shown in bolded italic text.
6. FY 2046-47 reduced to 11 revenue payments from the state since one payment was received in FY 2016-17.

20-16


FY 2020-21 Measure D Revenue Estimate - $17,291,179
Net Measure D Funds for Apportionment - $16,724,606
FY 2020-21 Off the Top Expenses - $566,573
30% for Neighborhood Projects minus Hwys 9&17 - $4,517,382

<table>
<thead>
<tr>
<th>2020 Measure D Formula Apportionment Calculation April 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population 1/1/19 *</td>
</tr>
<tr>
<td>Capitola Santa Cruz Scotts Valley Watsonville Unincorporated</td>
</tr>
<tr>
<td>10,240 65,807 12,082 53,021 133,721</td>
</tr>
<tr>
<td>% population</td>
</tr>
<tr>
<td>3.73% 23.94% 4.40% 19.29% 48.65%</td>
</tr>
<tr>
<td>Lane Miles**</td>
</tr>
<tr>
<td>53 272 72 174 1,188</td>
</tr>
<tr>
<td>% lane miles</td>
</tr>
<tr>
<td>3.00% 15.44% 4.09% 9.91% 67.56%</td>
</tr>
<tr>
<td>% FY 2018-19 Transactions &amp; Use Tax</td>
</tr>
<tr>
<td>9.5117% 30.5430% 6.6732% 18.5052% 34.7669%</td>
</tr>
<tr>
<td>29% pop; 39% lane miles; 32% site (for FY 20120/21)</td>
</tr>
<tr>
<td>5.294931% 22.739277% 5.003798% 19.290631% 51.581364%</td>
</tr>
<tr>
<td>Measure D Formula Apportionment for FY 2020-21</td>
</tr>
<tr>
<td>237,707 1,020,843 224,637 690,489 2,315,662</td>
</tr>
<tr>
<td>FY 2018-19 Formula Distribution Percentages</td>
</tr>
<tr>
<td>5.6199% 22.7328% 4.8981% 15.1901% 51.7459%</td>
</tr>
<tr>
<td>FY 2019-20 Formula Distribution Percentages</td>
</tr>
<tr>
<td>5.5425% 22.7605% 4.6529% 15.2981% 51.7459%</td>
</tr>
</tbody>
</table>

* From California, Department of Finance, E-1 Population Estimates for Cities and Counties for 01/01/2019 — Released 05/01/2019
**From NCE consulting from data submitted for the 2018 California Statewide Local Streets and Roads Needs Assessment

Allocations and Estimates

<table>
<thead>
<tr>
<th>FY 2016-17</th>
<th>SC Metro</th>
<th>Comm Bridges</th>
<th>Hwy 9 &amp; 17</th>
<th>Capitola</th>
<th>Santa Cruz</th>
<th>Scotts Valley</th>
<th>Watsonville</th>
<th>Unincorporated</th>
<th>Hwy Projects</th>
<th>Active Transp</th>
<th>Rail Corridor</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2017-18</td>
<td>3,229,787</td>
<td>807,447</td>
<td>500,000</td>
<td>312,311</td>
<td>1,261,406</td>
<td>272,192</td>
<td>844,000</td>
<td>2,865,941</td>
<td>5,046,542</td>
<td>3,431,649</td>
<td>1,614,893</td>
</tr>
<tr>
<td>FY 2018-19</td>
<td>3,399,507</td>
<td>849,876</td>
<td>500,000</td>
<td>330,117</td>
<td>1,335,341</td>
<td>287,718</td>
<td>892,278</td>
<td>3,028,619</td>
<td>5,311,728</td>
<td>3,611,975</td>
<td>1,699,753</td>
</tr>
<tr>
<td>FY 2019-20</td>
<td>2,918,970</td>
<td>729,743</td>
<td>500,000</td>
<td>275,633</td>
<td>1,131,897</td>
<td>231,394</td>
<td>760,785</td>
<td>2,573,360</td>
<td>4,560,891</td>
<td>3,101,406</td>
<td>1,459,485</td>
</tr>
<tr>
<td>FY 2020-21</td>
<td>2,675,937</td>
<td>668,984</td>
<td>500,000</td>
<td>239,428</td>
<td>1,028,435</td>
<td>218,494</td>
<td>695,582</td>
<td>2,335,443</td>
<td>4,181,152</td>
<td>3,372,183</td>
<td>1,377,968</td>
</tr>
<tr>
<td>FY 2021-22</td>
<td>2,813,088</td>
<td>703,272</td>
<td>500,000</td>
<td>253,058</td>
<td>1,086,980</td>
<td>230,932</td>
<td>735,179</td>
<td>2,468,391</td>
<td>4,395,450</td>
<td>3,988,906</td>
<td>1,406,544</td>
</tr>
<tr>
<td>FY 2022-23</td>
<td>2,957,140</td>
<td>739,285</td>
<td>500,000</td>
<td>267,374</td>
<td>1,148,471</td>
<td>243,996</td>
<td>776,768</td>
<td>2,608,029</td>
<td>4,620,531</td>
<td>3,141,961</td>
<td>1,478,570</td>
</tr>
<tr>
<td>FY 2023-24</td>
<td>3,004,733</td>
<td>751,183</td>
<td>500,000</td>
<td>272,104</td>
<td>1,168,787</td>
<td>248,312</td>
<td>790,509</td>
<td>2,654,164</td>
<td>4,694,896</td>
<td>3,192,529</td>
<td>1,502,367</td>
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<tr>
<td>FY 2024-25</td>
<td>3,053,092</td>
<td>763,273</td>
<td>500,000</td>
<td>276,909</td>
<td>1,189,430</td>
<td>252,698</td>
<td>804,470</td>
<td>2,701,041</td>
<td>4,770,456</td>
<td>3,243,910</td>
<td>1,526,546</td>
</tr>
<tr>
<td>TOTAL</td>
<td>21,128,158</td>
<td>5,282,039</td>
<td>3,541,667</td>
<td>1,961,279</td>
<td>8,205,771</td>
<td>1,742,846</td>
<td>5,525,512</td>
<td>18,637,219</td>
<td>33,012,745</td>
<td>22,448,667</td>
<td>10,564,078</td>
</tr>
</tbody>
</table>

Note: Actual distributions are shown in bold and italic text.

Quarterly Distribution of Transactions and Use Taxes for FY 2018-19 per State Reports (most recent fiscal year available from state)

<table>
<thead>
<tr>
<th>Minimum Fiscal Year</th>
<th>Third Quarter 2018</th>
<th>Fourth Quarter 2018</th>
<th>First Quarter 2019</th>
<th>Second Quarter 2019</th>
<th>Total FY 2018-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>% of Meas D</td>
<td>Amount</td>
<td>% of Meas D</td>
<td>Amount</td>
<td>% of Meas D</td>
</tr>
<tr>
<td>Measure D</td>
<td>6,612,396</td>
<td>5,714,049</td>
<td>5,111,143</td>
<td>5,438,146</td>
<td>22,875,735</td>
</tr>
<tr>
<td>Capitola</td>
<td>617,274</td>
<td>9.3351%</td>
<td>592,898</td>
<td>10.3762%</td>
<td>2,175,876</td>
</tr>
<tr>
<td>Santa Cruz</td>
<td>1,988,467</td>
<td>30.0718%</td>
<td>1,695,381</td>
<td>29.6704%</td>
<td>6,986,932</td>
</tr>
<tr>
<td>Scotts Valley</td>
<td>426,795</td>
<td>6.4545%</td>
<td>386,550</td>
<td>6.7649%</td>
<td>1,526,334</td>
</tr>
<tr>
<td>Watsonville</td>
<td>1,184,931</td>
<td>17.9199%</td>
<td>1,045,619</td>
<td>18.2991%</td>
<td>4,331,649</td>
</tr>
<tr>
<td>Unincorporated</td>
<td>36.2188%</td>
<td>39% lane miles</td>
<td>34.885%</td>
<td>32% site</td>
<td>1,526,546</td>
</tr>
</tbody>
</table>
| Total               | 100.0000%          | 30% for Neighborhood Projects minus Hwys 9&17 - $4,517,382

Note: Capitola transactions and use (T&U) taxes are 1/4-cent all others are 1/2-cent so Capitola’s amount is doubled.
### 2020 Measure D Formula Apportionment Calculation March 2020

<table>
<thead>
<tr>
<th></th>
<th>Capitola</th>
<th>Santa Cruz</th>
<th>Scotts Valley</th>
<th>Watsonville</th>
<th>Unincorporated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population 1/1/19 *</td>
<td>10,240</td>
<td>65,807</td>
<td>12,082</td>
<td>53,021</td>
<td>133,721</td>
</tr>
<tr>
<td>% population</td>
<td>3.73%</td>
<td>23.94%</td>
<td>4.40%</td>
<td>19.29%</td>
<td>48.65%</td>
</tr>
<tr>
<td>Lane Miles**</td>
<td>53</td>
<td>272</td>
<td>72</td>
<td>174</td>
<td>1,188</td>
</tr>
<tr>
<td>% lane miles</td>
<td>3.00%</td>
<td>15.44%</td>
<td>4.09%</td>
<td>9.91%</td>
<td>67.56%</td>
</tr>
<tr>
<td>% FY 2018-19 Transacions &amp; Use Tax</td>
<td>9.5117%</td>
<td>30.5430%</td>
<td>6.6732%</td>
<td>18.5052%</td>
<td>34.7669%</td>
</tr>
<tr>
<td>29% Pop; 39% lane miles; 32% site (for FY 2020/21)</td>
<td>5.294911%</td>
<td>22.739277%</td>
<td>5.003798%</td>
<td>15.380631%</td>
<td>51.581364%</td>
</tr>
<tr>
<td>Measure D Formula Apportionment for FY 2020-21</td>
<td>307,747</td>
<td>1,321,633</td>
<td>290,826</td>
<td>893,940</td>
<td>2,997,968</td>
</tr>
<tr>
<td>FY 2018-19 Formula Distribution Percentages</td>
<td>5.6199%</td>
<td>22.7328%</td>
<td>4.8981%</td>
<td>15.1901%</td>
<td>51.5591%</td>
</tr>
<tr>
<td>FY 2019-20 Formula Distribution Percentages</td>
<td>5.5425%</td>
<td>22.7605%</td>
<td>4.6529%</td>
<td>15.2981%</td>
<td>51.7459%</td>
</tr>
</tbody>
</table>

* From California, Department of Finance, E-1 Population Estimates for Cities and Counties for 01/01/2019 — Released 05/01/2019

**From NCE consulting from data submitted for the 2018 California Statewide Local Streets and Roads Needs Assessment

### Allocations and Estimates

<table>
<thead>
<tr>
<th></th>
<th>SC Metro</th>
<th>Comm Bridges</th>
<th>Hwy 9 &amp; 17</th>
<th>Capitola</th>
<th>Santa Cruz</th>
<th>Scotts Valley</th>
<th>Watsonville</th>
<th>Unincorporated</th>
<th>Hwy Projects</th>
<th>Active Transp</th>
<th>Rail Corridor</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016-17</td>
<td>128,995</td>
<td>32,249</td>
<td>41,667</td>
<td>11,254</td>
<td>45,453</td>
<td>9,808</td>
<td>30,413</td>
<td>103,271</td>
<td>201,555</td>
<td>137,057</td>
<td>64,497</td>
</tr>
<tr>
<td>FY 2017-18</td>
<td>3,229,787</td>
<td>807,447</td>
<td>500,000</td>
<td>312,311</td>
<td>1,261,406</td>
<td>272,192</td>
<td>844,000</td>
<td>2,865,941</td>
<td>5,046,542</td>
<td>3,431,649</td>
<td>1,614,893</td>
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<td>3,399,507</td>
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<td>330,117</td>
<td>1,335,341</td>
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<td>3,611,975</td>
<td>1,699,753</td>
</tr>
<tr>
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<td>231,394</td>
<td>760,785</td>
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<td>4,560,891</td>
<td>3,141,961</td>
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<td>FY 2020-21</td>
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<td>500,000</td>
<td>239,428</td>
<td>1,028,435</td>
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<td>2,068,029</td>
<td>4,620,531</td>
<td>3,192,529</td>
<td>1,526,546</td>
</tr>
<tr>
<td>FY 2021-22</td>
<td>2,957,140</td>
<td>739,285</td>
<td>500,000</td>
<td>267,374</td>
<td>1,148,471</td>
<td>243,996</td>
<td>776,768</td>
<td>2,645,164</td>
<td>4,694,896</td>
<td>3,243,910</td>
<td>1,526,546</td>
</tr>
<tr>
<td>FY 2022-23</td>
<td>3,004,733</td>
<td>751,183</td>
<td>500,000</td>
<td>272,104</td>
<td>1,168,787</td>
<td>248,312</td>
<td>790,509</td>
<td>2,654,164</td>
<td>4,770,456</td>
<td>3,243,910</td>
<td>1,526,546</td>
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<tr>
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<td>1,961,279</td>
<td>8,206,771</td>
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<td>22,448,667</td>
<td>10,564,078</td>
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</tbody>
</table>

Note: Actual distributions are shown in bold and italic text.

### Quarterly Distribution of Transactions and Use Taxes for FY 2018-19 per State Reports (most recent fiscal year available from state)

<table>
<thead>
<tr>
<th></th>
<th>Third Quarter 2018</th>
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<th>Fourth Quarter 2019</th>
<th>Second Quarter 2019</th>
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<td>% of Meas D</td>
<td>Amount</td>
<td>Amount</td>
</tr>
<tr>
<td>Measure D</td>
<td>6,612,396</td>
<td>5,714,049</td>
<td>5,111,143</td>
<td>5,438,146</td>
<td>22,875,735</td>
</tr>
<tr>
<td>Capitola</td>
<td>617,274</td>
<td>9.3351%</td>
<td>592,898</td>
<td>10.3762%</td>
<td>532,820</td>
</tr>
<tr>
<td>Santa Cruz</td>
<td>1,988,467</td>
<td>30.0718%</td>
<td>1,695,381</td>
<td>29.6704%</td>
<td>1,758,853</td>
</tr>
<tr>
<td>Scotts Valley</td>
<td>426,795</td>
<td>6.4545%</td>
<td>386,550</td>
<td>6.7649%</td>
<td>354,964</td>
</tr>
<tr>
<td>Watsonville</td>
<td>1,184,931</td>
<td>17.9199%</td>
<td>1,045,619</td>
<td>18.2991%</td>
<td>983,639</td>
</tr>
<tr>
<td>Unincorporated</td>
<td>36.2188%</td>
<td>34.8895%</td>
<td>33.6529%</td>
<td>33.9198%</td>
<td>34.7669%</td>
</tr>
</tbody>
</table>

Note: Capitola transactions and use (T&U) taxes are 1/4-cent all others are 1/2-cent so Capitola's amount is doubled.

FY 2020-21 Measure D Revenue Estimate - $21,700,430
Net Measure D Funds for Apportionment - $21,040,381
FY 2020-21 Off the Top Expenses - $660,049
30% for Neighborhood Projects minus Hwys 9&17 - $5,812,114

20-18
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TO: Santa Cruz County Regional Transportation Commission

FROM: Grace Blakeslee, Senior Transportation Planner

RE: Consultant Contract Award for Preparation of a Right-of-way Boundary Survey & Encroachment Identification along the Santa Cruz Branch Rail Corridor

RECOMMENDATIONS

Regional Transportation Commission staff recommends that the Regional Transportation Commission (RTC) adopt a resolution (Attachment 1):

1. Authorizing the Executive Director to negotiate and execute an agreement with RRM Design Group in the amount not to exceed $183,170 and a term ending on December 31, 2021 to prepare a boundary survey and identify encroachments along the Santa Cruz Branch Rail Line between the San Lorenzo River and Rio Del Mar Boulevard and aerial imagery for segments 8 through 12; and
2. Amending the Measure D 5-year program of projects for the Active Transportation/MBSST-Rail Trail category to add $183,170 to the corridor encroachments and maintenance line for this contract; and
3. Amending the FY 2020-21 budget for MBSST to add $183,170 to the professional services line for this contract.

BACKGROUND

In 2005, the RTC compiled data from a variety of sources to digitize and create maps of the Santa Cruz Branch Rail Line Right-of-Way (ROW) owned by Union Pacific Railroad Company. The maps were developed based on County of Santa Cruz Assessor Parcel Data, Ariel Photos, Preliminary title Report for the Santa Cruz County Rail Line, and the Santa Cruz Branch Rail Line Structural Assessment. The maps were developed as a reference for planning purposes and provide an approximate ROW width and location. In 2012, the RTC purchased the Santa Cruz Branch Rail Line ROW from Union Pacific Railroad Company. As trail and rail repair projects are being constructed on the Santa Cruz Branch Rail Line, property boundary field surveys are being performed.

In November 2013, the RTC adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan and certified a programmatic Environmental Impact Report. The 32-mile Coastal Rail Trail located along
the Santa Cruz Branch Rail Line serves as the spine of the 50-mile MBSST Network and will connect to Monterey County’s system of existing and planned trails. The MBSST is separated into 20 segments for planning and project delivery purposes with 16 of these segments along the rail right-of-way. MBSST Segments are defined in the MBSST Network Master Plan and are in various stages of development.

**DISCUSSION**

Development of Segments 8, 9, 10, 11 & 12 of the Coastal Rail Trail projects is underway which will construct approximately eight-miles of trail along the Santa Cruz Branch Rail Line from the San Lorenzo River in the City of Santa Cruz to Rio Del Mar Boulevard in the unincorporated area of the County of Santa Cruz. In addition, RTC performs maintenance and repairs as part of their preventative maintenance and rail infrastructure repair programs along the Santa Cruz Branch Rail corridor which includes erosion control, drainage maintenance, storm damage repairs, bridge repairs, and vegetation management. RTC staff is proposing to prepare a right-of-way boundary survey for the span of the Santa Cruz Branch Rail corridor associated with Coastal Rail Trail Segments 9, 10, 11 & 12 to better identify the right-of-way needs of trail projects, support right-of-way certification, and assist staff with coordination of rail line repairs with neighboring property owners as needed. The boundary survey builds on the work completed in 2005 to create maps of the Santa Cruz Branch Rail Line ROW. As part of this effort, RTC staff is also proposing to identify encroachments on the Santa Cruz Branch Rail corridor with the intention of addressing encroachments in advance of construction of the trail, rail infrastructure repairs, and/or maintenance activities.

RTC’s Policies for Leases, Licenses, Rights of Entry and Encroachments for the Santa Cruz Branch Rail Line Right-of-Way were originally adopted in August of 2014 and updated in August of 2018. The encroachment policy ensures that uses of the Santa Cruz Branch Rail Line do not conflict with:

- Funding requirements of Proposition 116, the California Transportation Commission, and agreements with the State;
- Rail service operations and safety requirements of the STB, the FRA, the CPUC, agreements with the shortline rail operator, licenses and other agreements and arrangements affecting railroad operations;
- Standards of the American Railway Engineering and Maintenance of Way Association (AREMA)
- The RTC’s Regional Transportation Plan for Santa Cruz County;
- The RTC master plan for the Monterey Bay Sanctuary Scenic Trail Network;
o Plans developed by the RTC for passenger rail service or other uses on the Branch Line; and
o All applicable federal, state and local laws and regulations.

Recent review by RTC rail and right-of-way consultants indicate that another update of the policies is warranted. RTC staff will provide recommendations to the RTC for updates to these policies prior to completion of the work being recommended in this staff report.

Staff requested proposals for locating, relocating, establishing, reestablishing, or retracing property lines or boundaries, right-of-way, easement, or alignment of those lines or boundaries for Segments 9 & 10 and a number of parcels within Segments 11 & 12 on the Santa Cruz Branch Rail Line from the 3 on-call civil engineering consulting firms, RRM Design Group, RailPros & MNS Engineers. One proposal was received from RRM to identify and map the Santa Cruz Branch Rail corridor property boundary between the San Lorenzo River and Rio Del Mar (Segments 9-12), identify and create encroachment exhibits, and prepare a record of survey. The proposal divides work into two phases. The proposal also includes aerial mapping of Segment 8, in addition to Segment 9, 10 11 & 12, at no additional cost in order to obtain the planimetric features to support Segment 8 project design.

The first phase, **Boundary Survey**, includes aerial mapping, ownership document research, boundary mapping, encroachment determination, and field confirmation. The second phase, **Record of Survey**, includes encroachment exhibit preparation, record of survey preparation, and ROW monumentation. The cost proposal for Phase I is $183,170. Since the total number of encroachments are unknown at this time and will be determined at the conclusion of the Phase I work, the budget for Phase II will be determined once the total number of encroachments have been found.

The contract with scope of services, fee schedule, not to exceed cost proposal for Phase I, and project schedule is included as **Attachment 1: Exhibit A**.

**Staff recommends that the RTC adopt a resolution (Attachment 1) authorizing the Executive Director to negotiate and execute a contract with RRM Design Group in the amount not to exceed $183,170 and a term ending December 31, 2021 to prepare a boundary survey and identify encroachments along the Santa Cruz Branch Rail Line between San Lorenzo River and Rio Del Mar Boulevard and aerial imagery for Segments 8 through 12, subject to legal approval as to form.**
FISCAL IMPACT
The professional services work required to complete the boundary survey for the Santa Cruz Branch Rail Line is not currently included in the FY20/21 budget because the need for this work came up recently. There is sufficient programming capacity available for FY 2020-21 in the Measure D 5-year program of projects for the Active Transportation/MBSST-Rail Trail category. Therefore, RTC staff recommends amending the Measure D 5-year program or projects for the Active Transportation/MBSST-Rail Trail category to program $183,170 to this project and amend the FY 2020-21 budget for MBSST professional services to include $183,170 for the Santa Cruz Branch Rail Line Boundary Survey (Attachment 1). RTC staff will return to the RTC with a cost estimate and budget proposal for Phase II upon completion of Phase I.

SUMMARY
Staff received one proposal from an engineering firm on the RTC’s on-call engineering list to prepare a ROW boundary map for Santa Cruz Branch Rail Line ROW boundary mapping between San Lorenzo River and Rio Del Mar. Staff recommends the RTC authorize the Executive Director to negotiate and execute a contract with RRM Design Group for Santa Cruz Branch Rail Line boundary mapping between San Lorenzo River and Rio Del Mar.

ATTACHMENTS:
1. Resolution
   Exhibit A: Draft Contract, Scope of Services, Fee Schedule Cost Proposal, and Schedule
RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 29, 2020
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A
CONTRACT WITH RRM DESIGN GROUP FOR A BOUNDARY SURVEY OF THE SANTA
CRUZ BRANCH RAIL LINE BETWEEN THE SAN LORENZO RIVER AND RIO DEL MAR
BOULEVARD

WHEREAS, the Regional Transportation Commission (RTC) purchased the Santa
Cruz Branch Rail Line (Branch Line) in October 2012;

WHEREAS, the Commission approved the list of qualified firms in 2018 for Civil
Engineering, Structural Engineering/Inspections, and Construction Management
services;

WHEREAS, the RTC solicited proposals from the on-call engineering consultants
to complete a boundary survey, mapping, encroachment exhibits and aerial imagery
for the Santa Cruz Branch Rail Line;

WHEREAS, RTC is working in coordination with local jurisdictions to
development the Monterey Bay Scenic Sanctuary Trail Network (MBSST);

WHEREAS, a boundary survey will inform project design and right-of-way
certification for Segments 8, 9, 10, & 11 of the MBSST and repairs on the Santa
Cruz Branch Rail Line;

WHEREAS, identifying encroachments will allow RTC to work with property
owners to address encroachments into the Santa Cruz Branch Rail Line;

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION THAT:

1. The Executive Director is authorized to negotiate and enter into a
professional engineering services agreement (Exhibit A) with RRM for a not
to exceed amount of $183,170 for professional services for boundary survey,
mapping, encroachment exhibits and aerial imagery for the Santa Cruz
Branch Rail line, subject to approval as to form by legal counsel;
2. The Measure D 5-year program or projects for the Active Transportation/MBSST-Rail Trail category is amended to program $183,170 to this project;

3. The FY 2020-21 budget for MBSST professional services is amended to include $183,170 for the Santa Cruz Branch Rail Line Boundary Survey;

4. The Executive Director is authorized to issue amendments to the professional engineering services agreement for term and/or for compensation for a total combined amendment value of $50,000 provided there is enough approved budget capacity for proposed current year’s work and enough programming capacity for future year’s work;

5. The Chair is authorized to authorize the Executive Director to issue additional amendments to the professional engineering services agreement for compensation for up to $100,000 in total amendment value, provided there is enough approved budget capacity for proposed current year’s work and enough programming capacity for future year’s work.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

__________________________
Bruce McPherson, Chair

ATTEST:

____________________________
Guy Preston, Secretary

Distribution: RTC Fiscal, RTC and Consultant Project Managers
CONTRACT No.___________
ARCHITECTURAL & ENGINEERING SERVICES CONTRACT

THIS AGREEMENT made and entered into this 3 day of July, 2020 by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and RRM DESIGN GROUP, hereinafter called CONSULTANT for the Santa Cruz Branch Rail Line Boundary Survey. The parties agree as follows:

1. DUTIES.

A. CONSULTANT agrees to exercise special skill to complete a boundary survey to complete a Phase I: Boundary Survey, including Encroachment Identification, as specified in Exhibit A: Scope of Services, which by this reference is incorporated herein.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Firm</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Sherrod</td>
<td>RRM Design Group</td>
<td>Principal in Charge</td>
</tr>
<tr>
<td>Steve Webster</td>
<td>RRM Design Group</td>
<td>Supervisor of Survey</td>
</tr>
</tbody>
</table>

C. No person named in paragraph B of this Article or in the Fee Schedule (Exhibit C), or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager.

D. This contract includes the subcontractors and/or subconsultants listed in Exhibit C: Fee Schedule.

E. Except as expressly authorized herein, CONSULTANT's obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

F. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS

CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COMMISSION’S Contract Manager to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. CONSULTANT’s Project Manager shall meet with the COMMISSION’s Contract Manager, as needed, to discuss progress on the projects.

2. COMPENSATION. In consideration for CONSULTANT accomplishing work to be performed under this CONTRACT (as described in Exhibit A: Scope of Services and Exhibit B: Project Schedule), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, dated April 23, 2020, attached hereto (Exhibit C) and incorporated by reference. The consideration to be paid to CONSULTANT as pervaded herein shall be for all CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise
expressly so provided. If there is any conflict between the approved Fee Schedule and this CONTRACT, this CONTRACT shall take precedence.

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT’s Fee Schedule (Exhibit C). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this CONTRACT. The CONSULTANT will be reimbursed within thirty (30) days upon receipt by COMMISSION’s Contract Manager of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Fee Schedule (Exhibit C) and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this CONTRACT is identified by COMMISSION, COMMISSION will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COMMISSION Project Manager. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both COMMISSION and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT’s Fee Schedule (Exhibit C).

CONSULTANT shall be solely responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payment as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the CONTRACT.

F. When milestone cost estimates are included in the approved Fee Schedule/Cost Proposal (Exhibit C), CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such estimate.

G. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

H. CONSULTANT shall not commence performance of work or services until this CONTRACT has been approved by COMMISSION, and notification to proceed has been issued by COMMISSION’S Contract Manager. No payment will be made prior to approval or for any work performed prior to approval of this CONTRACT.

I. A Task Order is of no force or effect until returned to COMMISSION and signed by an authorized representative of COMMISSION. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COMMISSION.

J. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this CONTRACT.

K. The total amount payable by COMMISSION for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by CONTRACT amendment.
L. If the consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

M. Task Orders may not be used to amend this CONTRACT and may not exceed the scope of work under this Agreement.

N. The total amount payable by COMMISSION for all Task Orders resulting from this CONTRACT shall not exceed $ (200,000). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this CONTRACT through Task Orders.

O. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (Cal HR) rules or to employees under current U.S. General Service Administration rules, as specified in the approved Fee Schedule (Exhibit C).

P. CONSULTANT shall not commence performance of work or services until this CONTRACT has been approved by COMMISSION and notification to proceed has been issued by COMMISSION’S Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this CONTRACT.

Q. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit and according to California Code of Regulations Section, as they currently exist or may be amended during the term of this CONTRACT upon receipt by COMMISSION’s Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing or Task Order, if applicable. Invoices shall detail the work performed on each milestone, task order and/or each project as applicable. Invoices shall follow the format stipulated for the approved Fee Schedule (Exhibit C) and shall reference this CONTRACT number and project title. Final invoice must contain the final cost and all credits due COMMISSION including any equipment purchased under the provisions of Article 31 Equipment Purchase of this CONTRACT. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to COMMISSION’s Contract Manager at the following address:

SCCRTC – Attn: Grace Blakeslee
1523 Pacific Ave, Santa Cruz, CA, 95060

R. Invoices shall follow the format stipulated for the approved Fee Schedule (Exhibit C) and shall reference this CONTRACT number, project title and Task Order number, if applicable.

S. The invoices must include the following information:
   a. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
   b. Itemized expenses incurred during the billing period;
   c. Total invoice/payment requested, specifically noting the amount of retention, if any;
   d. Total amount previously paid under this Agreement;
   e. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;

T. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
3. **RETENTION OF FUNDS.**

   A. No retainage will be withheld by the COMMISSION from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants (as identified in Article 1) is prohibited, and no retainage will be held by the CONSULTANT or subconsultants from progress payments due to subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code and/or Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant, or other good faith dispute that legally permits a CONSULTANT to withhold payments to subconsultants under California law or good cause that allows CONSULTANT to withhold payment under federal law. This provision applies to both DBE and non-DBE subconsultants.

4. **TERM.**

   A. This CONTRACT shall go into effect on (July 3, 2020); contingent upon prior approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’S Contract Manager. The CONTRACT shall end on (DATE), unless earlier terminated or extended by CONTRACT amendment.

   B. The CONSULTANT is advised that this CONTRACT is not binding and enforceable until it is approved by the COMMISSION's board and fully executed.

   C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this CONTRACT, the terms of the CONTRACT shall be extended by CONTRACT amendment.

5. **TERMINATION.**

   A. This CONTRACT may be terminated by COMMISSION or CONSULTANT, for cause or without cause provided that COMMISSION or CONSULTANT gives not less than ten (10) calendar days written notice of its intent to terminate in the event of termination for cause provides and the reasons for termination stated in the notice.

   B. COMMISSION may temporarily suspend this CONTRACT, at no additional cost to COMMISSION provided that CONSULTANT is given written notice of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this CONTRACT. A temporary suspension may be issued concurrent with the notice of termination.

   C. Not withstanding any provisions of this CONTRACT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this CONTRACT for damages sustained by COMMISSION by virtue of any breach of this CONTRACT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COMMISSION from CONSULTANT is determined.

   D. If COMMISSION terminates this CONTRACT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this CONTRACT for services satisfactorily performed prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the CONTRACT in which case the overage shall be deducted.
from any sum due CONSULTANT under this CONTRACT and the balance, if any, shall be paid to CONSULTANT upon demand.

E. Upon termination, COMMISSION shall be entitled to all CONSULTANT’s work produced under this CONTRACT, including, but not limited to, reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to that date, whether or not complete.

F. CONSULTANT may terminate this CONTRACT by giving the COMMISSION at least 120 (one hundred twenty) days advance written notice. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such early termination, default, including but not limited to reprocurement costs of the same or similar services defaulted or not provided by CONSULTANT under this Agreement.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.2, the CONSULTANT shall indemnify, and hold harmless the COMMISSION its governing body, officers, officials, agents, employees and volunteers from and against:

A. Any, reasonable costs, or liability arising from or connected with the services provided under this CONTRACT to the extent arising from the willful misconduct, recklessness, or negligence of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney’s fees, incurred by COMMISSION in defending against claims ultimately determined to be due to the willful misconduct, recklessness, or to negligence, of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents, as part of the COMMISSION’S total damages based upon CONSULTANT’S proportionate percentage of fault as determined by a court of competent jurisdiction consistent with California Civil Code 2728.8; and

B. Any and all Federal, State and Local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT’S officers, subconsultants employees, volunteers, and agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. SAFETY.

A. The CONSULTANT shall comply with OSHA, Cal-OSHA, and all other regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COMMISSION Safety Officer and other COMMISSION representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. If any work might be conducted on the rail line or within the rail line right-of-way: CONSULTANT personnel (officers, employees, volunteers, or agents) and any subcontractors must submit and comply with the “right-of-entry agreement” with COMMISSION and St. Paul & Pacific Railway, LLC (a subsidiary of Progressive Rail, Inc.) SC&MB, or its successor, as applicable, the terms and conditions of which are incorporated herein by this reference, and shall wear hard hats and safety vests at all times while working on the Santa Cruz Branch Rail Line or within the rail line right-of-way.

Pursuant to the authority contained in Section 591 of the Vehicle Code, COMMISSION has determined that such areas within the limits of the project are open to public traffic unless otherwise identified as private property. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles.

8. INSURANCE. CONSULTANT, at its sole cost and expense, for the full term of this CONTRACT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the
following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT’S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. Types of Insurance and Minimum Limits

1. Workers’ Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here ________.

2. Automobile Liability Insurance for each of CONSULTANT’S vehicles used in the performance of this CONTRACT, including owned, non-owned (e.g. owned by CONSULTANT’S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COMMISSION both certify to this fact by initialing here _______/______.

3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of two million dollars ($2,000,000) per occurrence, and $4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability Insurance in the minimum amount of one million dollars ($1,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION _______/______.

5. Railroad Protective Liability Insurance in the minimum amount of two million dollars ($2,000,000) per occurrence and six million ($6,000,000 aggregate) if any work is to be conducted within the rail line right-of-way or within fifty (50) feet of the track or Comprehensive or Commercial General Liability Insurance coverage that does not exclude work on the rail road and with a minimum limit of two ($2,000,000) million dollars per occurrence and six ($6,000,000) million dollars in aggregate.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this CONTRACT.

B. Other Insurance Provisions

1. If any insurance coverage required in this CONTRACT is provided on a “Claims Made” rather than “Occurrence” form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this CONTRACT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter “POST CONTRACT COVERAGE”) and any extensions thereof. CONSULTANT may maintain the required POST CONTRACT COVERAGE post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon POST CONTRACT COVERAGE being both available and reasonably affordable in relation to the coverage provided during the term of this CONTRACT. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this CONTRACT in order to purchase prior acts or tail coverage for POST CONTRACT
COVERAGE shall be deemed to be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2. All policies of Commercial General Liability Insurance and Railroad Protective Liability Insurance, if required, shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its governing body, officials, employees, agents and volunteers, and St. Paul & Pacific Railway, LLC (a subsidiary of Progressive Rail, Inc.), or its successor, and its officials, employees, agents and volunteers, if any work will be undertaken in the rail right-of-way or within fifty (50) feet from the track, as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.

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

“This insurance shall not be canceled until after thirty (30) days (10 days for nonpayment of premium) prior written notice has been given to:

Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

Should CONSULTANT fail to obtain such an endorsement to any policy required hereunder, CONSULTANT shall be responsible to provide at least thirty (30) days’ notice (10 days for non-payment of premium) of cancellation of such policy to the COMMISSION as a material term of this CONTRACT.

4. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this CONTRACT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to take reasonable action to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least ten (10) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. All Certificates of Insurance and notices endorsements shall be delivered or sent to:

Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060

5. The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this CONTRACT. In the event said insurance coverage expires at any time or times during the term of this CONTRACT, the CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the CONTRACT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the COMMISSION. In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the
COMMISSION may, in addition to any other remedies it may have, terminate this CONTRACT upon occurrence of such event.

6. If any insurance policy of CONSULTANT required by this CONTRACT includes language conditioning the insurer’s legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.

7. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONSULTANT’s insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer’s liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this CONTRACT so as to not prevent any of the parties to this CONTRACT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer’s liability.

8. CONSULTANT hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONSULTANT may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. 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 COMMISSION has received a waiver of subrogation endorsement from the insurer.

9. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this CONTRACT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. FEDERAL, STATE AND LOCAL LAWS.
   A. CONSULTANT warrants that in the performance of this CONTRACT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

10. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.
   A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gove Code 12990 and 2 CCR 8103. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
During the performance of this CONTRACT, the CONSULTANT and its subconsultants shall not deny the CONTRACT benefits to any person on the basis of race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS status), mental disability, medical condition (e.g., cancer), genetic information, marital status, gender, gender identity, gender expression, age, sexual orientation, military or veteran status.

CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 et seq.) and the applicable regulations promulgated thereunder (2 CCR 11000 et seq.), the provisions of Government Code section 11135 to 11139.5, and the regulations of standards adopted by the COMMISSION to implement such article.

C. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other CONTRACT.

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

E. The CONSULTANT, with regard to the work performed under this CONTRACT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

F. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

G. CONSULTANT and its subconsultants shall permit access to all records of employment, employment advertisements, 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 State to investigate compliance with this Article.

H. In the event of CONSULTANT’s non-compliance with the non-discrimination clauses of this CONTRACT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the CONTRACT in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

11. HARASSMENT. The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

12. FEDERAL CERTIFICATIONS AND ASSURANCES.
A. CONSULTANT and all subcontractors shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and the federal transportation act and its successors thereto. It may include but is not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
2. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
4. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
5. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
6. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
7. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

B. CONSULTANT shall also comply with “Certifications and Assurances for FTA Assistance”, including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53, published annually in the Federal Register and found online at http://www.fta.dot.gov/grants/12825_93.html. The 2013 FTA Certifications includes the following areas under “Assurances Required of Each Applicant:”

1. Authority of Applicant and its Representatives
2. Standard Assurances
3. Intergovernmental Review Assurance
4. Suspension and Debarment Certification
5. U.S. OMB Assurances in SF-424B and SF-424D

13. PROHIBITION OF EXPENDING COMMISSION, STATE, OR FEDERAL FUNDS FOR LOBBYING.

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or COMMISSION appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the State Legislature or United States Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding this CONTRACT or with the extension, continuation, renewal, amendment, or modification of this CONTRACT.
2. If any funds other than state or federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

14. CONFLICT OF INTEREST.

A. During the term of this agreement, CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this CONTRACT, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this CONTRACT, or any ensuing COMMISSION construction project, which will follow.

B. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this CONTRACT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this CONTRACT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.

C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACT. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this CONTRACT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT.
A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to the COMMISSION. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

17. INDEPENDENT CONSULTANT STATUS.

A. CONSULTANT and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent CONSULTANT and not an employee of COMMISSION. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits provided by the COMMISSION. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

1. PRINCIPAL TEST: The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

2. SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONSULTANT and COMMISSION believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.

C. It is understood and agreed that CONSULTANT (including CONSULTANT’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT’s assigned personnel, officers, employees, agents, or subconsultants shall not be entitled to any benefits payable to COMMISSION employees, including, but not limited to, healthcare, retirement, and leave benefits.

D. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COMMISSION’S obligation to make payments to the CONSULTANT.
E. COMMISSION is not required to make any deductions or withholds from the compensation payable to CONSULTANT under the provisions of the CONTRACT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT’s assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION, its governing body, officers, employees, and agents, harmless from any and all claims that may be made against COMMISSION based upon any contention by any third part that an employer-employee relationship exists by reason of this CONTRACT.

G. Except as expressly authorized herein, CONSULTANT’s obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

A. CONSULTANT agrees that the CONTRACT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COMMISSION.

D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

E. Contractor and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. RETENTION OF RECORDS/AUDIT.

A. For the purpose of determining compliance with Government Code section 8546.7, CONSULTANT, its subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the CONTRACT, including but not limited to, the costs of administering the CONTRACT. All parties shall make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT. If any action
has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.

B. The state, State Auditor, and COMMISSION shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the CONTRACT and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The Federal Highway Administration (FHWA) or other authorized representative of the federal government shall also have access to the records described in this paragraph, if federal funds are used in this CONTRACT.

20. INSPECTION OF WORK. The CONSULTANT and any subconsultant shall permit the COMMISSION, the STATE, and the FHWA or FTA if federal participating funds are used in this CONTRACT, to review and inspect the project activities and files at all reasonable times during the term of this CONTRACT including review and inspection on a daily basis.

21. ACKNOWLEDGMENT. CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

22. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this CONTRACT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. CONSULTANT shall have no property right therein whatsoever.

A. Upon completion of all work under this CONTRACT, the COMMISSION shall be entitled to and the CONSULTANT shall deliver to the COMMISSION reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimated performed to that date, whether completed or not, and other such materials as may have been prepared by CONSULTANT in performing this CONTRACT which is not CONSULTANT’s privileged information, as defined by law or CONSULTANT’s personnel information along with all other property belonging exclusively to the COMMISSION which is in the CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this CONTRACT must be approved in writing by the COMMISSION.

B. Additionally, it is agreed that the Parties intend this to be a CONTRACT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COMMISSION without restriction or limitation upon its use or dissemination by COMMISSION.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this CONTRACT. Any reuse by COMMISSION for another project or project location shall be at COMMISSION’s sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the CONTRACT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section E below. If copyrights are permitted, the agreement shall provide that the COMMISSION shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

23. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION’s operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this CONTRACT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the CONTRACT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the CONTRACT or COMMISSION’s actions on the same, except to COMMISSION’s staff, CONSULTANT’s own personnel involved in the performance of this CONTRACT, at public hearings or in response to questions from agovernment entity.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this CONTRACT without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION’S written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COMMISSION. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this CONTRACT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COMMISSION or except by court order. If CONSULTANT or any of its officers, employees, or subconsultants does voluntarily provide information in violation of this CONTRACT. CONSULTANT shall indemnify and reimburse COMMISSION for any damages caused by CONSULTANT releasing the information, including, but not limited to, COMMISSION’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public CONTRACT Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

25. EVALUATION OF CONSULTANT. CONSULTANT’s performance will be evaluated by COMMISSION. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the CONTRACT record.

26. DRUG-FREE WORKPLACE. CONSULTANT shall comply with the provisions of Government Code § 8350 et seq., regarding Drug-Free Workplace Certification, and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

27. CHANGE IN TERMS.

A. This Agreement may be amended or modified only by mutual written agreement of the parties.
B. No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties authorized to bind the parties; and nor oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COMMISSION’s Contract Manager.

28. DISPUTES. This CONTRACT shall be construed under the laws of the State of California. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this CONTRACT and shall comply with COMMISSION’s instructions. Prior to either party commencing any legal action under this CONTRACT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after thirty (30) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this CONTRACT that is not disposed of by agreement shall be decided by a committee consisting of the COMMISSION’s Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONSULTANT. The committee’s determination regarding such dispute shall be final unless the committee determines, in its sole discretion, that the dispute shall be determined by the Board of COMMISSION.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COMMISSION Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this CONTRACT.

29. CLAIMS FILED BY COMMISSION’s CONSTRUCTION CONTRACTOR.

A. If claims are filed by COMMISSION’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COMMISSION’S construction CONTRACT administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT’s personnel that COMMISSION considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COMMISSION. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this CONTRACT.

C. Services of CONSULTANT’s personnel in connection with COMMISSION’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this CONTRACT in order to resolve the construction claims.

30. AUDIT REVIEW PROCEDURES.

A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this Agreement that is not disposed of by agreement, shall be reviewed by the COMMISSION’S Contract Manager and Executive Director

B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION’S Executive Director of unresolved audit issues. The request for
review will be submitted in writing. The Executive Director’s determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the RTC COMMISSION.

C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this CONTRACT.

D. CONSULTANT and subconsultants’ contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a CONTRACT Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the CONTRACT, Fee Schedule/Cost Proposal (Exhibit C) and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s workpapers. The CONTRACT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COMMISSION Contract Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the CONTRACT by this reference if directed by COMMISSION at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.

E. CONSULTANT’s Fee Schedule/Cost Proposal (Exhibit C) may be subject to a CPA ICRA Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Fee Schedule/Cost Proposal (Exhibit C) shall be adjusted by the CONSULTANT and approved by the COMMISSION Contract Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Regular by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.

1) During IOAI’s review of the ICR audit work papers created by the CONSULTANT’s independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COMMISSION will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to COMMISSION final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COMMISSION; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COMMISSION no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COMMISSION and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

31. SUBCONTRACTING.

A. The CONSULTANT is responsible for performing the work required under the CONTRACT in a manner acceptable to COMMISSION. The CONSULTANT’s organization and all associated consultants and subconsultants must be identified in Article 1 of this CONTRACT or the Fee Schedule/Cost Proposal (Exhibit C). If the CONSULTANT wishes to use a subconsultant not specified in this CONTRACT or Exhibit C, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of this CONTRACT. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331.

B. Nothing contained in this CONTRACT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultant(s) is an independent obligation from COMMISSION’S obligation to make payments to the CONSULTANT.

C. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this CONTRACT shall be subcontracted without prior written authorization by the COMMISSION’S Contract Manager, except that, which is expressly identified in the approved Fee Schedule/Cost Proposal (Exhibit C).

D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COMMISSION.
E. All subcontracts entered into as a result of this CONTRACT shall contain all the provisions stipulated in this CONTRACT to be applicable to subconsultants.

E. Any substitution of subconsultants must be approved in writing by the COMMISSION’s Contract Manager prior to the start of work by the subconsultant.

F. The CONSULTANT hereby agrees that neither CONSULTANT, nor any firm affiliated with the CONSULTANT, will bid on or enter into any construction CONTRACT, or on any CONTRACT to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

G. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this CONTRACT shall be eligible to bid on or enter into any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT.

32. EQUIPMENT PURCHASE.
A. Prior authorization in writing, by COMMISSION’s Contract Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT’s Fee Schedule/Cost Proposal (Exhibit C) and exceeding $5,000 prior authorization by COMMISSION’s Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this CONTRACT is subject to the following:

1. “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COMMISSION shall receive a proper refund or credit at the conclusion of the CONTRACT, or if the CONTRACT is terminated, CONSULTANT may either keep the equipment and credit COMMISSION in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COMMISSION procedures; and credit COMMISSION in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COMMISSION and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COMMISSION.”

2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

33. STATE PREVAILING WAGE RATES.
A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work, as may be amended.

B. No CONSULTANT or subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5. Registration with DIR must be maintained throughout the entire term of the contract, including any subsequent amendments.
C. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determination applicable to work under this CONTRACT are available and on file with the Department of Transportation’ Regional/District Labor Compliance Officer. (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this CONTRACT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COMMISSION construction sites, at COMMISSION facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COMMISSION projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

D. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

E. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
   a. The information contained in the payroll record is true and correct.
   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COMMISSION representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations or other party given the right to inspect the payroll records under state law. Certified payrolls submitted to COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
   c. The public shall not be given access to certified payroll records by the CONSULTANT, but shall be available upon request made through COMMISSION or the Department of Industrial Relations. The CONSULTANT is required to forward any requests for certified payrolls to the COMMISSION Contract Administrator by both email and U.S. mail not later than the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after
receipt of a written request. In the case of a request from a member of the public, the ten (10 days) shall be from the date of the request from the member of the public. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, the CONSULTANT or Subconsultant shall, as a penalty to COMMISSION, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COMMISSION shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform COMMISSION of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COMMISSION, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COMMISSION Contract Manager.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COMMISSION a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the CONTRACT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the CONTRACT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not
liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

a. The CONTRACT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

c. Upon becoming aware of the subconsultant’s failure to pay the specified prevailing rate of wages to the subconsultant’s workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant’s employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COMMISSION shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If COMMISSION determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COMMISSION did not retain sufficient money under the CONTRACT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COMMISSION.

F. Hours of Labor: Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COMMISSION, twenty-five dollars ($25) for each worker employed in the execution of the CONTRACT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the CONTRACT or the subcontract exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website athttps://www.dir.ca.gov/das/, for additional information regarding the employment of
apprentices and for the specific journey-to-apprentice ratios for the CONTRACT work. The CONSULTANT is responsible for all subconsultants’ compliance with these requirements. Penalties are specified in Labor Code §1777.7.

E. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

34. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION. – For Federal Only

A. This CONTRACT is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who enter into federally-funded agreement will assist the COMMISSION in a good faith effort to achieve California’s statewide overall DBE goal.

B. DBEs and other small businesses, as defined in 49 CFR 26 are encouraged to participate in the performance of contracts financed in whole or part with federal funds. The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the award, administration and performance of this CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted CONTRACTs. Failure by the CONSULTANT to carry out these requirements is a material breach of this contracts, which may result in the termination of this CONTRACT or such other remedy as the COMMISSION deems appropriate which may include but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages
4. Disqualifying the contractor from future bidding as non-responsible.

C. While there is no specific DBE goal for this CONTRACT, consultants are encouraged to obtain DBE participation for this CONTRACT. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds.

D. A DBE firm may be terminated only with prior written approval from COMMISSION and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COMMISSION consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, with prior COMMISSION approval, if the goal is not otherwise met.

E. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of CONSULTANT) pursuant to prior written authorization of the COMMISSION’s Contract Manager.

F. A DBE is only eligible to be counted toward the CONTRACT if it performs a Commercially Useful Function (CUF) of the CONTRACT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when its responsible for execution of the work of the CONTRACT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the CONTRACT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work
subcontracted, industry practices, whether the amount the firm is to be paid under the CONTRACT is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, CONTRACT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its CONTRACT with its own work force, or the DBE subcontracts a greater portion of the work of the CONTRACT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the CONTRACT, a summary of these records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants”, CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT’s authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Manager.

K. If a DBE subconsultant is decertified during the life of the CONTRACT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the CONTRACT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COMMISSION’s Contract Manager within 30 days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the CONSULTANT shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

M. The CONTRACTOR must make available to the Contract Manager a copy of all DBE subcontracts upon request.

N. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from the Contract Manager. Unless the Department of Transportation, through its designees, provides prior authorization approving a request for termination or substitution of a listed DBE, the CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

35. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this CONTRACT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion; to terminate the CONTRACT without liability; to pay only for the value of the work
actually performed; or to deduct from the CONTRACT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

36. **BROKERAGE OR OTHER FEES.** CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding, for a commission, percentage, brokerage or contingent, excepting bona fide employees or bona fide commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COMMISSION shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.”

37. **NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this CONTRACT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed or emailing with delivery receipt requested as follows:

**CONSULTANT:**
RRM, Mike Sherrod, Principle in Charge
32332 Camino Capistrano, Suite 205
San Juan Capistrano, CA 92675

**COMMISSION:**
Santa Cruz County Regional Transportation Commission (SCCRTC)
Grace Blakeslee, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060

38. **FORCE MAJEURE**
Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this CONTRACT or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government, either in its sovereign or contractual capacity, fire, floods, epidemics and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, or severe weather provided, however, that party which has been so affected will promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore. The party claiming force majeure shall promptly notify the other party of the termination of the event and shall resume its performance under this CONTRACT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this CONTRACT has been suspended because of an event of force majeure, the other party may likewise suspend the performance of its obligations under this CONTRACT to the extent that the suspension is reasonable.

39. **COMPLETE CONTRACT.**

A. **CONTRACT:** The two parties to this CONTRACT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this CONTRACT constitutes the entire CONTRACT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this CONTRACT as evidenced by the signatures below.

B. **COMMISSION DESIGNEE:** The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this CONTRACT subsequent to, and in accordance with the authorization granted by the COMMISSION.
C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This CONTRACT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the CONTRACT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this CONTRACT shall not affect the validity of other terms or conditions. The COMMISSION’s waiver of CONSULTANT’s performance of any term(s) or condition(s) of this CONTRACT shall not be construed as a waiver for any future performance of such term(s) or conditions(s).

Attachments are:
- Exhibit A: Task Order #1 Scope of Services
- Exhibit B: Task Order #1 Project Schedule
- Exhibit C: Task Order #1 Not to Exceed & Fee Schedule
- Exhibit D: Disclosure of Lobbying Activities, Standard Form – to be included in final contract
- Exhibit E: Levine Act Statement – to be included in final contract
- Exhibit F: Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K, LAFM) – to be included in final contract

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. _______ to be executed on the date first written above.

1. CONSULTANT

By: _______________________________   By: _____________________________
SIGNED        SIGNED

PRINTED          PRINTED
DATE:  _________________________  DATE:  _______________________  

RRM, Mike Sherrod, Principle in Charge
32332 Camino Capistrano, Suite 205
San Juan Capistrano, CA 92675
MSSherrod@rrmdesign.com
1-949-361-7950

3. APPROVED AS TO INSURANCE:

RTC Administrative Services Officer
DATE:  _________________________

DISTRIBUTION:
- RTC Fiscal & Contract Manager
- CONSULTANT

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

By: _______________________________   By: _____________________________
SIGNED        SIGNED

PRINTED          PRINTED
DATE:  _________________________  DATE:  _______________________  

COMMISSION Counsel
DATE:  _________________________
SCOPE OF SERVICES

PHASE I: Boundary Survey

Task A.01: Aerial Mapping
(budget based on mapping Areas 00-04 as single effort)
RRM will facilitate aerial mapping of a 200-foot wide strip along the approximately nine-mile long rail corridor from the Beach Street Roundabout to Rio Del Mar Boulevard (Survey Areas 00 – 04). This task will include field work to establish horizontal and vertical survey control for the photogrammetrist. Horizontal control will be based on the California State Plane Zone 3 coordinates. The vertical datum will be established from National Geodetic Survey monuments and will be North American Vertical Datum 1988. For the Boundary Survey phase, the photogrammetrist will create high resolution color orthophotos in digital format compatible with AutoCAD Civil 3D which will serve as the base file for the subsequent boundary mapping work, encroachment exhibits, and Record of Surveys.

Deliverables:
• Digital color orthophotos compatible with AutoCAD Civil 3D

Note: Not included in this current scope of services is the purchase of the topographic mapping data that will be automatically captured during the aerial flight.

This topographic data can be extracted for engineering and construction document preparation for subsequent Rail Trail segments in the future and combined with the boundary data developed in Task A.01 above. The topographic data will be suitable for compiling a topographic map at a scale of 1” = 20’ showing contours at 1.0’ foot intervals with planimetric features, including detail on roads, buildings, fences, power poles, trees, brush, and other aboveground features according to standard practice and National Mapping Standards. The contour information on the aerial mapping will only be visible on the open areas. The areas obstructed by tree cover will not show contour information. Accuracy will equal or exceed national map accuracy standards for large-scale topographic maps compiled by photogrammetric methods.

Task A.02: ROW Boundary Survey
(budget based on surveying Areas 01-04 individually)
This task will include research of the rail corridor’s boundary from the San Lorenzo River to Rio Del Mar Boulevard (Survey Areas 01 – 04) utilizing the SCCRTC’s title and deed information, and valuation maps currently in RRM’s possession from previous boundary work for the SCCRTC. Research will also include evaluation of other publicly available documents for adjoining properties such as tract maps, parcel maps, Record of Surveys, and previous deeds along the rail corridor.

As part of this task, RRM will perform supplemental field work to locate and survey features such as property fences and structures obstructed by tree cover in the aerial mapping task. RRM will also perform a field retracement survey to search for record controlling monumentation and evidence that will be used to assist in the boundary resolution of the SCCRTC’s ROW.

Collected office and field data will be compiled and the SCCRTC’s ROW boundary line will be plotted in the AutoCAD base file as an overlay to the orthophoto. Adjacent property parcel lines and associated
Assessor Parcel Numbers (APN) will also be plotted and shown in the AutoCAD base file. See Attachment 02 for an example of a ROW Boundary Survey sheet.

**Deliverables:**
- Compilation of research data used in establishment of SCCRTC ROW boundary.
- AutoCAD file of SCCRTC ROW boundary over the orthophoto.

**Task A.03: ROW Encroachment Identification**  
*(budget based on identifying encroachments for Areas 01-04 individually)*

Utilizing the ROW boundary developed in Task A.02, RRM will create a series of draft 11” x 17” exhibits to illustrate the encroachments within each of the four Survey Areas relative to the SCCRTC’s ROW and quantify the total number of encroachments. These exhibits will serve as a decision-making tool for the SCCRTC to help understand the extent of each encroachment and the appropriate action to take. See Attachment 03 for an example of a ROW Encroachment Identification sheet.

The draft exhibit package will be finalized to reflect the total number of encroachments requiring an action, as determined by the SCCRTC, and will become the budgeting basis for the Phase II work.

**Deliverables:**
- Draft 11” x 17” encroachment identification exhibit package.
- Final 11” x 17” encroachment identification exhibit package.

**Task A.04: Phase I Project Coordination and Management**

RRM’s project manager will coordinate with SCCRTC, St. Paul & Pacific Railway (SPPR), AR/WS, and other agencies as necessary on an on-going basis throughout the project’s lifecycle. This task also includes right of entry agreement procurement, schedule creation and maintenance, document review, internal QA/QC, and day-to-day project coordination efforts including general correspondence and telephone conferencing as required to support the work effort.

**Deliverables:**
- Memos, meeting minutes, project schedule maintenance and general correspondence for document control, compiled in electronic file form.
- Right of entry agreement(s) from SPPR.
### Contract Exhibit B

#### Boundary Survey and Encroachment Identification Schedule

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Attachment 1: Exhibit A 2

21-35
Santa Cruz Branch Rail Line Boundary Survey
Task Order #1
Notice To Exceed Fee
Contract: Exhibit C1

Compensation

**Phase I**

*Survey Areas 00-04*

Subtask A.01: Aerial Mapping

NTE Fee: $34,280

*Survey Area 01*

Subtask A.02: ROW Boundary Survey

NTE Fee: $22,150

Subtask A.03: ROW Encroachment Identification

NTE Fee: $4,350

*Survey Area 02*

Subtask A.02: ROW Boundary Survey

NTE Fee: $17,590

Subtask A.03: ROW Encroachment Identification

NTE Fee: $4,350

*Survey Area 03*

Subtask A.02: ROW Boundary Survey

NTE Fee: $35,000

Subtask A.03: ROW Encroachment Identification

NTE Fee: $8,000

*Survey Area 04*

Subtask A.02: ROW Boundary Survey

NTE Fee: $19,100

Subtask A.03: ROW Encroachment Identification

NTE Fee: $4,350

*Survey Areas 00-04*

Subtask A.04: Phase I Project Coordination and Management

NTE Fee: $21,000

Reimbursable Expenses

T&M Fee: $13,000

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**Estimated Phase I Budget**

$183,170
# EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)

CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS

Note: Mark-ups are Not Allowed

Consultant: RRM Design Group
Role: Prime Consultant
Project No.: Contract No.: Participation Amount: TBD Date: 4/23/2020
Project Name: PRE-QUALIFIED ON-CALL SERVICES

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<td>Effective Date of Hourly Rate</td>
<td>Actual Hourly Rate and/or Average Hourly Rate&lt;sup&gt;2&lt;/sup&gt;</td>
<td>% Escalation Increase</td>
<td>Hourly Range for Class</td>
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NOTES:
1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**) All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing Rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect Cost Rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
EXHIBIT 10-H2 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Mike Sherrod
Title: Vice President/Principal
Signature:
Date of Certification (mm/dd/yyyy): 04/23/2020
Email: mssherrod@rrmdesign.com
Phone Number: (805) 543-1794
Address: 3765 S. Higuera Street, San Luis Obispo, CA 93401

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

- Civil Engineering
- Land Surveying
- Landscape Architecture
- CPUC Permitting.